

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING DIVISION

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CITY OF NEWPORT BEACH ZONING ADMINISTRATOR STAFF REPORT

July 25, 2013 Agenda Item No. <u>4</u>

SUBJECT: Girl Scouts Leadership Center - (PA2013-128)

200 18th Street

Minor Use Permit No. UP2013-010

APPLICANT: Girl Scouts of Orange County (GSOC)

PLANNER: Rosalinh Ung, Associate Planner

(949) 644-3208, rung@newportbeachca.gov

ZONING DISTRICT/GENERAL PLAN

• **Zone:** PC 51 (Marina Park)

• **General Plan:** PR (Park & Recreation)

PROJECT SUMMARY

A Minor Use Permit to allow the operation of a new 4,250 square-foot Girl Scouts facility with a 1,950 square-foot patio area to be located at the northwest corner of the future Marina Park facility.

RECOMMENDATION

- 1) Conduct a public hearing; and
- 2) Adopt Draft Zoning Administrator Resolution No. _ approving Minor Use Permit No. UP2013-010 (Attachment No. ZA 1).

BACKGROUND

- The Girl Scouts of Orange County (GSOC) facility is currently located on the City-owned property at 1700 West Balboa Boulevard and has been located there since December 1947.
- On May 11, 2010, the City Council certified the Marina Park Environmental Impact Report SCH#2008051096, and has received all necessary permits

including Coastal Commission approval and approvals for the redevelopment of the Marina Park property as well as the portion currently leased by GSOC. The City intends to demolish the existing buildings and structures located on the Marina Park property and construct new facilities and install improvements. The City's plans contemplate the use by GSOC for a portion of the redeveloped Marina property for Girl Scouts programming.

 On June 25, 2013, the GSOC entered into a ground lease agreement (Attachment ZA 3) with the City for a portion of the Marina Park property for the purposes of constructing an approximately 4,250 square-foot building and related improvements and operates a Girl Scouts program facility.

DISCUSSION

- The GSOC is a nonprofit corporation, which provides organized Girl Scout programs for girls as chartered by the Girl Scouts of the United States of America. The use of the Girl Scouts facility will be similar to that of the existing facility, which includes troop and youth meetings, program activities, overnight stays, and limited adult leadership training. These activities and hours of operation are further described in Exhibit H of Attachment ZA 3 and Use Permit Project Description and Justification (Attachment ZA 4).
- The proposed Girl Scouts facility consists of a main entry area, two meeting rooms, a catering kitchen area (gallery), restroom and shower facilities, and storage areas. An approximately 1,950 square-foot patio area is proposed on the north side of the facility to provide an enclosed gathering/play area with outdoor seating and a gas powered barbeque pit. The new facility will be situated within an approximately 7,156 square-foot leased area of the Marina Park.
- The proposed assembly/meeting facility is permitted in the Marina Park Planned Community District and is consistent with the Park and Recreation (PR) General Plan Land Use designation.
- The proposed building is designed as an assembly/meeting facility where classes, group meetings, and gatherings would be held. The proposed use requires a minor use permit pursuant to Section 20.26.020 (Special Purpose Zoning Districts Land Uses and Permit Requirements) of the Municipal Code.
- GSOC has non-exclusive use of the adjacent City's parking lot located to the south of the Girl Scouts facility and operates under a parking management plan (i.e., staggering events and carpool incentives) to minimize parking demand and maintain the availability of Marina Park's main parking area for the general public. A loading zone is also proposed near the facility's entry. A parking

management plan has been prepared and approved as part of the ground lease agreement (see Exhibit G of Attachment ZA 3).

ENVIRONMENTAL REVIEW

All significant environmental concerns for the proposed project have been addressed in the previously certified Environmental Impact Report SCH No. 2008051096, and the City of Newport Beach intends to use said document for the above noted project, and further that there are no additional reasonable alternative or mitigation measures that should be considered in conjunction with said project. Copies of the previously prepared environmental document are available for public review and inspection at the Planning the of Newport Beach website Division City or at www.newportbeachca.gov/cegadocuments.

PUBLIC NOTICE

Notice of this application was published in the Daily Pilot, mailed to all owners of property within 300 feet of the boundaries of the site (excluding intervening rights-of-way and waterways) including the applicant and posted on the subject property at least 10 days before the scheduled hearing, consistent with the provisions of the Municipal Code. Additionally, the item appeared on the agenda for this meeting, which was posted at City Hall and on the City website.

APPEAL PERIOD:

An appeal may be filed with the Director of Community Development within fourteen days following the date of action. For additional information on filing an appeal, contact the Planning Division at (949) 644-3200.

Prepared by:

Rosalinh Ung

Associate Planner

GR/ru

Attachments: ZA 1 Draft Resolution

ZA 2 Vicinity Map

ZA 3 Ground Lease Agreement

ZA 4 Use Permit Project Descriptions & Justification

ZA 5 Plans

Attachment No. ZA 1

Draft Resolution

RESOLUTION NO. ZA

A RESOLUTION OF THE ZONING ADMINISTRATOR OF THE CITY OF NEWPORT BEACH APPROVING MINOR USE PERMIT NO. UP2013-010 FOR THE GIRL SCOUTS LEADERSHIP CENTER, LOCATED AT 200 18TH STREET (PA2013-128)

THE ZONING ADMINISTRATOR OF THE CITY OF NEWPORT BEACH HEREBY FINDS AS FOLLOWS:

SECTION 1. STATEMENT OF FACTS.

- 1. An application was filed by the Girl Scouts of Orange County (GSOC), with respect to the property located at 200 18th Street, and legally described on Exhibit B of Attachment ZA 3 (Ground Lease Agreement).
- 2. The applicant proposes a minor use permit to allow the operation of a new 4,250 square-foot Girl Scouts facility with a 1,950 square-foot patio area to be located at the northwest corner of the future Marina Park facility.
- 3. The subject property is located within the PC 51 (Marina Park) Planned Community District and the General Plan Land Use Element category is PR (Park and Recreation).
- 4. The subject property is located within the coastal zone.
- 5. A public hearing was held on July 25, 2013, in the Corona del Mar Conference Room (Bay E-1st Floor) at 100 Civic Center Drive, Newport Beach, California. A notice of time, place and purpose of the meeting was given in accordance with the Newport Beach Municipal Code. Evidence, both written and oral, was presented to, and considered by, the Zoning Administrator at this meeting.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION.

1. All significant environmental concerns for the proposed project have been addressed in the previously certified Environmental Impact Report SCH No. 2008051096, and the City of Newport Beach intends to use said document for the above noted project, and further that there are no additional reasonable alternative or mitigation measures that should be considered in conjunction with said project. Copies of the previously prepared environmental document are available for public review and inspection at the Planning Division website at the of Newport Beach or City at www.newportbeachca.gov/cegadocuments.

SECTION 3. REQUIRED FINDINGS.

Minor Use Permit

In accordance with Section 20.52.020.F of the Newport Beach Municipal Code, the following findings and facts in support of the findings for a use permit are set forth:

Finding

A. The use is consistent with the General Plan and any applicable specific plan.

Facts in Support of Finding

- The GSOC is a nonprofit corporation that provides organized Girl Scouts programs for girls as chartered by the Girl Scouts of the United States of America. The use of the Girl Scouts facility will be similar to that of the existing facility which includes troop and youth meetings, program activities, overnight stays, and limited adult leadership training. The proposed building is designed as assembly/meeting facility where classes, group meetings, and gatherings would be held.
- Assembly/meeting facilities are consistent with the General Plan Land Use designation of Parks and Recreation as they are intended to provide a facility for public or private recreation use that may include assembly and meeting facilities which include community centers, meeting halls for clubs and other membership organizations, and civic and private auditoriums, etc.

Finding

B. The use is allowed within the applicable zoning district and complies with all other applicable provisions of this Zoning Code and the Municipal Code.

Facts in Support of Finding

1. The lease area of the Girl Scouts facility is located within the Marina Park Planned Community District which has been adopted to accommodate a unique facility in that it would combine community center, park, beach, recreational and visitor-serving boating facility, and a Girl Scouts house. The proposed Girl Scouts facility is consistent with the land uses identified within this planned community district.

Finding

C. The design, location, size, and operating characteristics of the use are compatible with the allowed uses in the vicinity.

Facts in Support of Finding

1. The proposed Girl Scouts facility has been designed to aesthetically complement the Marina Park facility (a community center and sailing center) with curvilinear shapes of the roof, fence and accent entry wall, and uses many of the same materials with similar textures and colors. The height of the Girl Scouts building of 22 feet 6 inches, at the highest point, is consistent with the Marina Park facility, and provides a harmonious fit to the nearby residential properties.

- 2. The new Girl Scouts facility will replace and enhance the current function of the existing Girl Scouts House by providing a more efficient and multi-purpose environment that will be compatible with the Marina Park facility. The new facility is designed to visually and functionally anchor the northwest corner of the Marina Park complex and situated within an area defined by the lease line that encloses 7,156 square feet and serves as the limit for the construction of the new facility.
- 3. The use of the facility is consistent with the Girl Scouts Mission, which is similar to that of the existing facility, and the operating characteristics of the use are compatible with the anticipated uses planned for the Marina Park complex, which includes a community center, a sailing center and marina, and a public park.

Finding

D. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities.

Facts in Support of Finding

1. The facility's main entry fronts the southern parking lot and has suitable physical access and parking for public and emergency vehicles within the driveway to serve the facility. The loading zone along the curb in front of the facility is intended to provide a convenient location for parent drop-off and pick-up, thereby improving the overall parking lot circulation.

Finding

E. Operation of the use at the location proposed would not be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, a safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

Facts in Support of Finding

- 1. The proposed Girl Scouts facility has been reviewed and this approval includes conditions to ensure that potential conflicts with the surrounding land uses are minimized to the greatest extent possible. The proposed new facility has been designed to meet all of the stipulations identified in the ground lease agreement between the GSOC and the City. The operator is required to take reasonable steps to ensure the operation of the Girl Scouts programs will not create a public or private nuisance or liable cause to the surrounding uses and Marina Park facility.
- 2. The existing Girl Scouts facility has been operating at this location since 1947 and has not proven to conflict with surrounding uses or proven inconsistent with the surrounding area. The operational characteristics and function of the Girl Scouts

facility at this location will not substantially change from that of the existing facility which has not proven to be detrimental to the surrounding area or the City.

SECTION 4. DECISION.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The Zoning Administrator of the City of Newport Beach hereby approves Minor Use Permit No. UP2013-010, subject to the conditions set forth in Exhibit A, which is attached hereto and incorporated by reference.
- 2. This action shall become final and effective fourteen days after the adoption of this Resolution unless within such time an appeal is filed with the Community Development Director in accordance with the provisions of Title 20 Planning and Zoning, of the Newport Beach Municipal Code.

PASSED, APPROVED AND ADOPTED THIS 25TH DAY OF JULY, 2013.

EXHIBIT "A"

CONDITIONS OF APPROVAL

Planning Division Conditions

- 1. The development shall be in substantial conformance with the approved ground lease agreement and the submitted plans which include site plan, floor plans, and building elevations stamped and dated with the date of this approval. (Except as modified by applicable conditions of approval.)
- 2. Use Permit No. UP2013-010 shall expire unless exercised within 24 months from the date of approval as specified in Section 20.91.050 of the Newport Beach Municipal Code, unless an extension is otherwise granted.
- 3. The project is subject to all applicable City ordinances, policies, and standards, unless specifically waived or modified by the conditions of approval.
- 4. The applicant shall comply with all federal, state, and local laws. Material violation of any of those laws in connection with the use may be cause for revocation of this Use Permit.
- 5. This minor use permit may be modified or revoked by the Zoning Administrator if determined that the proposed uses or conditions under which it is being operated or maintained is detrimental to the public health, welfare or materially injurious to property or improvements in the vicinity or if the property is operated or maintained so as to constitute a public nuisance.
- 6. The operation of the Girl Scouts facility shall be consistent with the terms and conditions stated herein and included in the ground lease agreement including but not limited to the use of the facility as identified in Exhibit H of the Ground Lease Agreement, and parking requirements as identified in the Exhibit G of the Ground Lease Agreement.
- 7. Any change in operational characteristics, expansion in the building area and/or lease area, or other modification to the approved plans, shall require subsequent review and may require an amendment to this use permit or the processing of a new use permit.
- 8. A copy of the Resolution, including conditions of approval Exhibit A shall be incorporated into the Building Division and field sets of plans prior to issuance of the building permits.
- 9. Signs shall be regulated by Chapter 20.42 (Signs) of the Newport Beach Municipal Code and shall be subject to the review and approval of the Public Works Department.
- 10. All trash shall be stored within the designated trash enclosure area (three walls and a self-latching gate), except when placed for pick-up by refuse collection agencies.

- 11. Kayak storage shall be kept within the enclosed outdoor patio area as identified on the approved site plan and storage racks shall be kept at a maximum of height of 6 feet.
- 12. To the fullest extent permitted by law, applicant shall indemnify, defend and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to City's approval of the Girl Scouts Leadership Center including, but not limited to, the Minor Use Permit No. UP2013-010 (PA2013-128). This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in this condition. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed in this condition.
- 13. All mechanical equipment shall be screened from view of adjacent properties and adjacent public streets, and shall be sound attenuated in accordance with Chapter 10.26 of the Newport Beach Municipal Code, Community Noise Control.

Public Works Conditions

- 14. Exterior lighting within the ground lease area shall be regulated by Section 20.30.070 of the Municipal Code and shall be subject to the review and approval of the Public Works Department.
- 15. The "Catering" kitchen shall be kept as a "non-commercial" grade facility and only be equipped with a residential type stove, microwave, and refrigerator as such the kitchen shall be used as a heat and serve kitchen. This means groups would bring in foods that require minimal preparation and the kitchen shall be used to heat the meals and provide a serving and clean up space. The kitchen shall not be used to prepare and cook or allow food types in the kitchen that would contain grease laden vapors. Signage shall be posted to notifying participants that the kitchen is to be used to heat and serve food only.

Fire Department Conditions

- 16. A separate underground fire line submittal shall be required.
- 17. The proposed fire ring shall have combustible clearances as recommended by the manufacture or the Mechanical Code.

- 18. Emergency access shall be provided to the building and the rear yard. A Knox Box shall be provided for the building and must contain the keys to the main entrance, rear yard, and mechanical rooms.
- 19. "Activity area" rooms with an occupant load of 50 or more people shall meet the requirements for assembly occupancy. (i.e., two exits from each room, door swings in direction of travel, panic hardware, etc.)
- 20. Approved numbers or addresses shall be placed on all new and existing buildings in such a position that is plainly visible and legible from the street or road fronting the property. Said numbers shall be of non-combustible materials, shall contrast with their background, and shall be either internally or externally illuminated to be visible at night. Commercial buildings shall have numbers or addresses placed above or immediately adjacent to all doors that would allow the Fire Department access in an emergency situation. In no case shall the numbers be less than four inches in height for residential and six inches in height for commercial with a one inch stroke.
- 21. A hood fire suppression system shall be required if any cooking is done which produces grease laden vapors.

Building Division Conditions

22. The applicant is required to obtain all applicable permits from the City's Building Division and Fire Department. The construction plans must comply with the most recent, Cityadopted version of the California Building Code. The construction plans must meet all applicable State Disabilities Access requirements.

Attachment No. ZA 2 Vicinity Map

VICINITY MAP



Minor Use Permit No. UP2013-010 PA2013-128

200 18th Street

Attachment No. ZA 3 Ground Lease Agreement

RECORDING REQUESTED AND WHEN RECORDED RETURN TO:

City Clerk's Office City of Newport Beach 100 Civic Center Drive P.O. Box 1768 Newport Beach, CA 92658-8915

Space above this line for Recorder's use only.

Exempt Recording Request per Government Code Section 27383

GROUND LEASE

BY AND BETWEEN

THE CITY OF NEWPORT BEACH

AND

GIRL SCOUTS OF ORANGE COUNTY

A09-00779 6.12.13

GROUND LEASE BY AND BETWEEN THE CITY OF NEWPORT BEACH AND THE GIRLSCOUTS OF ORANGE COUNTY

This ("Lease"), entered into as of	, 201 ("Effective Date"
by and between the City of Newport Beach, a charter city	and municipal corporation
("Lessor" or "City") and the Girl Scouts of Orange Cou	unty, a nonprofit California
Corporation "Lessee" or "GSOC"). The Lessor and Lessee	may be individually referred
to as "Party" and collectively as the "Parties".	

RECITALS

- A. Lessor is the owner of approximately 10.45 acres of property located at 1600 West Balboa Boulevard in the City of Newport Beach, commonly known as Marina Park (the "Marina Park Property") and depicted in the attached **Exhibit A**, which is incorporated herein by reference.
- B. Lessee is a nonprofit corporation organized pursuant to and in compliance with the provisions of California law for the purpose of sponsoring the Girl Scout program for girls as chartered by the Girl Scouts of the United States of America, and is presently in good standing.
- C. Pursuant to that certain Lease dated October 12, 1947 and subsequent amendments thereof the City has leased a portion of the Marina Park Property to GSOC for use as a Girl Scout program facility ("Existing Lease").
- D. City desires to, and has received all necessary permits and approvals for the redevelopment of the Marina Park Property including the portion currently leased by GSOC. The City intends to demolish the existing buildings and structures located on the Marina Park Property and construct new facilities and install improvements. The City's plans contemplate the use by GSOC of a portion of the redeveloped Marina Park Property for Girl Scout programming.
- E. The City and GSOC desire to enter into this Lease to set forth terms under which GSOC will lease a portion of the Marina Park Property for the purposes of constructing an approximately 4,250 square-foot building and related improvements and operate a Girl Scouts program facility.
- F. The City Council of the City of Newport Beach ("City Council") has determined that this Lease, GSOC's construction of certain identified improvements and GSOC's long term use of the leased premises as a Girl

Scouts program facility is consistent with the City Charter, the Newport Beach General Plan, the City's Municipal Code and all other applicable Federal, State and local laws.

NOW, THEREFORE, in consideration of the terms, mutual covenants and conditions in this Lease, Lessor and Lessee hereby agree as follows:

ARTICLE 1 SUBJECT OF LEASE

1.1 Purpose of the Lease

The purpose of this Lease is to provide for the lease use of a portion of the Marina Park Property by the GSOC consistent with the mission of the GSOC to build girls of courage, confidence and character, who make the world a better place

1.2 The Property

The leased premises shall be referred to herein as "Property" and includes the land described in **Exhibit B** and that is depicted in **Exhibit C**. During the term of this Ground Lease, Lessee shall install and construct improvements on the Property as described in **Exhibit D** (the "Improvements") pursuant to the terms of this Ground Lease. **Exhibit B**, **Exhibit C**, and **Exhibit D** are incorporated herein by this reference.

1.3 Lessor

Lessor is the City of Newport Beach, a Charter City and municipal corporation. The principal office of Lessor is located at City Hall, 100 Civic Center Drive, Newport Beach, California 92658-8915. For the purposes of this Lease, the term "Lessor" shall include all officers, employees, agents or representatives of Lessor.

1.4 Lessee

Lessee is the Girl Scouts of Orange County, Incorporated. The principal office of Lessee is 9500 Toledo Way, Suite 100, Irvine, California, 92618-9828.

ARTICLE 2 LEASE OF PROPERTY

2.1 Lease of Property

Lessor leases the Property to Lessee, and Lessee leases the Property from Lessor for the Term (as defined in Section 4.2 below) and pursuant to the terms, provisions, covenants and conditions of this Lease. Lessor reserves all rights to substances below the surface of the Property and the right to produce or take any of those substances so long as the activities do not impair or interfere with the purpose of this Lease.

2.2 Condition of Title

The Property is leased subject to the permitted exceptions listed in **Exhibit E** and incorporated herein by reference, and other matters affecting title which do not inhibit, prevent or impair the purpose of this Lease.

2.3 Parking

As part of the redevelopment of the Marina Park Property, Lessor will construct and maintain a parking lot adjacent to the Property in the location depicting in **Exhibit F**, which is incorporated herein by reference, consisting of approximately 26 spaces that will be accessed via 18th Street. City shall also maintain a marked loading area in the parking lot to accommodate at least two vehicles and provide convenient access to the Property. In addition, 18th Street will be widened to provide public parking on both sides of 18th Street. The spaces will be subject to fee parking, meters, and/or other systems to ensure parking is available to visitors of Marina Park. Throughout the term of the Lease, Lessee may use these spaces on a non-exclusive basis and shall comply with the Parking Management Plan attached hereto as **Exhibit G**, which is incorporated herein by this reference.

ARTICLE 3 POSSESSION OF PROPERTY

3.1 Quiet Enjoyment

Lessee shall be entitled to peaceably and quietly use and enjoy the Property for the Term, without hindrance or interruption by Lessor except for the exercise of Lessor's rights pursuant to this Lease. Lessor shall not be liable in damages or otherwise, because of the interruption or termination of any service provided by Lessor (such as, water or sewer service), or a termination, interruption or disturbance of any service attributable to any act or omission of Lessee.

3.2 Condition of Property

Prior to date upon which Lessee takes possession of the Property (the "Date of Possession"), Lessee will investigate and research all physical conditions of the

Property that could affect Lessee's use, enjoyment and improvement of the Property including soil conditions, the condition of structures, and the condition of utilities. Lessee shall indemnify, defend, and hold harmless Lessor from and against all claims, liabilities, or damages and including expert witness fees and reasonable attorney fees and costs, arising out of any such testing, inspection, or investigatory activity on the Property by Lessee. The Date of Possession shall be the earlier of (1) the date of the award of a construction contract for improvements on the Property; or (2) the date of receipt by Lessee of a surveyor certification from Lessor as the rough grade of the Property. At least ten (10) days and no more than thirty (30) days prior to the Date of Possession, Lessee shall provide written notification to Lessor of its acceptance of the Property in an "AS IS" condition. If prior to taking possession of the Property, Lessee determines that the condition of the Property is not acceptable, Lessee may provide Lessor with its notice of intent to terminate this Lease and this terms of this Lease shall expire and be of no further force or effect.

3.3 Ownership of Improvements

During the Term of this Lease, Lessee shall hold title to the improvements constructed and installed on the Property by Lessee (collectively, "Improvements") and to all personal property necessary or convenient to Lessee's operation or maintenance of the Property, such as fixtures, machinery, lighting, staging, merchandise, trade fixtures (collectively, "Equipment") that have been constructed or placed on the Property. Title to the Equipment shall remain with the Lessee at the expiration or termination of the Lease as provided in Section 3.4.

3.4 Surrender of Property

- On expiration of the Term or termination of this Lease, Lessee shall peaceably and quietly leave and surrender the Property to Lessor and leave all Improvements in good order, condition and repair, reasonable wear and tear and obsolescence excepted and free and clear of all liens and encumbrances other than those, if any, permitted hereby or otherwise created or consented to in writing by City and any leasehold mortgage permitted in writing by City. Lessee shall deliver to Lessor all contracts, agreements, books, records, and other documents related to the operation, maintenance or use of the Property.
- 3.4.2 Upon the expiration of the Term or termination of this Lease and within ten (10) days of a written request by Lessor, or reasonably necessary and as agreed to by Lessor, Lessee shall immediately remove the Equipment from the Property and deliver to Lessor the

following:

- (i) Documents reasonably necessary for Lessor's ownership of the Property to be clearly reflected of record.
- (ii) Title insurance, surety bond, or other assurances reasonably acceptable to Lessor insuring Lessor against all claims and liens against the Property other than those incurred by Lessor or accepted by Lessor in writing.
- (iii) All plans, surveys, permits and other documents relating to the Property as may be in the possession of Lessee at the time.

ARTICLE 4 TERM/OPTION TO PURCHASE

4.1 Existing Lease

It is mutually agreed by the parties that the Existing Lease shall be deemed terminated with respect to all or any portion of the existing Girl Scout program center and its premises on the 180th day following notice from the Lessor. On the date of termination of the Existing Lease, GSOC shall have no further obligations under the Existing Lease. This Lease shall supersede the Existing Lease, except that all personal property and/or Equipment (fixtures, partitions/counters/shelving, etc). attached to and/or placed on the existing program center and its applicable premises may be removed by the GSOC. The GSOC agree to remove the personal property and equipment it desires in a timely manner consistent with the schedule for demolition of the existing program center.

4.2 Duration and Commencement

The Term of this Lease shall commence on the Date of Possession and shall expire on the fiftieth (50th) anniversary subject to early termination provided herein.

ARTICLE 5 RENT/CONSIDERATION

5.1 Money Payable by Lessee

On the Date of Possession, Lessee shall pay \$50.00 for the term of the Lease, which amount shall not be prorated in the event of early termination of the Lease.

5.2 Other Consideration

6

In consideration for this Lease, Lessee covenants that, during the Term, it will:

- 5.2.1 Operate and maintain a first class Girl Scout program facility.
- 5.2.2 Maintain its non-profit status.
- 5.2.3 Construct the Improvements in accordance with the provisions of Article 8 and maintain the Property in accordance with this Lease at no cost to Lessor except as otherwise provided by this Lease.
- 5.2.4 Defend, indemnify and hold Lessor harmless with respect to the construction of Improvements, use, maintenance and operation of the Property.

ARTICLE 6 USE OF PROPERTY

6.1 Uses

- 6.1.1 <u>Permitted Uses.</u> The Property shall be used primarily for the operation and maintenance of a Girl Scout program facility consistent with the mission of the GSOC and the Newport Beach Girl Scouts Program Facility Description included as **Exhibit H** (hereafter referred to as "Permitted Uses").
- 6.1.2 <u>Joint Use</u>. When not in use by Lessee, and upon reasonable notice given to Lessee, City and other City organizations may use portions of the Property for recreation, education, community events and civic meetings (hereafter, "Joint Use Activities"). Joint Use Activities by the City and other City organizations shall be those activities that the City specifically undertakes or undertakes under supervised contracts with third party vendors. City shall have priority over all other uses not directly related to GSOC. The scheduling of the Joint Use Activities shall be coordinated by the Lessee's property manager in consultation with the City's Recreation and Senior Services Department and confirmed in writing by Lessee.

Following any Joint Use Activities, Lessor shall ensure that the Property is left in the same condition as prior to the Joint Use Activities and shall provide for any janitorial services necessitated by the Joint Use Activities.

6.1.3 Prohibited Uses. Lessee shall not sell or permit any use that is inconsistent with or prohibited by any City ordinance, regulation or policy including, but not limited to, the City's Municipal Code, General Plan and Coastal Land Use Plan.

6.1.4 <u>Signs</u>. Lessee shall not place or permit to be placed any sign that is not in compliance with the regulations included in the Newport Beach Municipal Code pertaining to signs upon the exterior or in the windows of the Property.

6.2 Change of Use

Lessee shall not use, or conduct any activities on, the Property except the Permitted Uses without the prior written consent of Lessor, which consent may be not be unreasonably withheld and provided that such uses and activities are consistent with the mission of the GSOC.

6.3 Compliance with Laws

Lessee shall not use the Property in a manner liable to create a public or private nuisance or liable to cause structural injury to the Property or the Improvements. Lessee shall not conduct any operation that would invalidate any insurance coverage required of Lessee. Lessee shall not violate any local, state or federal law in the construction of Improvements, maintenance, or operation of the Property. Lessee shall obtain any required permit(s) from the City and any required approvals or permits from state or federal agencies..

6.4 Zoning and Planning

Lessee shall be entitled to repair, alter, and modify the structures and improvements on the Property in accordance with the provisions of the Zoning Code provided Lessee complies with the provisions of this Lease. Approvals granted by Lessor pursuant to Article 8 of this Lease shall not substitute for land use and development approvals and permits required by the Newport Beach Municipal Code.

6.5 Nondiscrimination

6.5.1 Lessee shall not discriminate against any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the renovation, operation, enjoyment or occupancy of the Property.

ARTICLE 7 RESERVED

ARTICLE 8 REQUIRED IMPROVEMENTS

8.1 Lessee's Obligations

This Lease contemplates that Lessee shall cause construction of the Improvements on the Property so that it may be used by Lessee as a GSOC program facility. Lessee's construction of the Improvements shall be as generally described in **Exhibit D** and as identified in the Conceptual Design Plans dated May 7, 2012 that are included in **Exhibit H** and incorporated herein by this reference (the "Conceptual Design Plans"). The Conceptual Design Plans shall be consistent with all regulatory approvals granted by City and any other regulatory agency and all plans approved by the City for both the Property and Marina Park. Any amendment or modification to the Conceptual Design Plans requires the prior written approval of the Lessor, which approval shall not be unreasonably withheld

8.2 <u>Design Development Plans</u>

Lessee shall prepare, and submit for Lessor's approval Design Development Plans that shall be based on and generally consistent with the Conceptual Design Plans.

8.3 <u>Final Construction Plans, Drawings and Related Documents</u>

Subsequent to Lessor's approval of the Design Development Plans, Lessee shall submit final construction plans, drawings and related documents ("Final Construction Plans") to Lessor for review and approval. Final Construction Plans shall be based on, and generally consistent with and will detail the information provided in the Design Development Plans. The Final Construction Plans shall include all interior and exterior design details.

8.4 Building Permits

Lessee will apply for all necessary building permits from Lessor. Lessee shall also obtain all permits or approvals required of any other governmental entity having jurisdiction over the Property or any modification to the Property. In the event that another governmental agency with jurisdiction over the Property requires modification of the Design Development Plans or Final Construction Plans, the modifications shall be submitted to Lessor for review and approval. Lessor shall not unreasonably withhold or delay the issuance of building permits.

8.5 Schedule for Required Improvements

8.5.1 Regulatory Approvals

Lessee shall submit plans, diligently pursue their approval, and use reasonable efforts to obtain all regulatory approvals necessary for the construction of Improvements by January 1, 2015.

8.5.2 Construction of Improvements

Lessor and Lessee shall meet and confer in good faith to execute a memorandum of agreement to provide for Lessor's construction of the Improvemetns ("MOA") subject to reimbursement by GSOC for all costs of construction. Should Lessee and Lessor fail to enter into an MOA, or should Lessee not elect to have Lessor construct the Improvements, then Lessee agrees to not commence construction of the Improvements until the City has issued a Notice of Completion for the Marina Park Community Center Building, and Lessee shall complete construction of the Improvements no later than two (2) years from Lessee's commencement of construction.

8.6 General Requirements

- 8.6.1 The Required Improvements shall be constructed in compliance with the provisions of this Lease that regulate, or relate to, the construction, alteration or maintenance of improvements on the Property. Lessee acknowledges that the reviews and approvals required by this section are proprietary activities related to Lessor's ownership of the Property and are separate and distinct from any review or approval conducted by the City in its municipal capacity. Lessee also acknowledges that any approval given pursuant to this section does not bind Lessor when acting in its municipal charter city capacity. Consistent with this Lease, however, the Lessor and City agree to support the Lessee's efforts to obtain all necessary regulatory approvals and permits required for implementation of the Lease. In the event that Lessee is unable to obtain all necessary approvals and permits, or is subject to conditions that limit Lessee's ability to implement the Lease, the parties agree to meet and discuss in good faith the impacts of such event(s) and negotiate an amendment of this Lease. If the parties are unable to negotiate an amendment to the Lease within thirty (30) days of meeting and conferring on the events, Lessee may terminate this Lease.
- 8.6.2 Lessor shall designate a Project Manager to review, and approve or disapprove the Design Development Plans and the Final Construction Plans, or any changes thereto. Any Lessor disapprovals shall state in writing the reasons therefore and

changes requested by Lessor. Such reasons and such changes shall be consistent with **Exhibit D** and **Exhibit I** and any items previously approved or deemed approved by Lessor, in its proprietary role, or by City in its municipal capacity.

8.6.3 Where required, and if applicable, and pursuant to the provisions of the State of California Labor Code, the Davis-Bacon Act, or any other law, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of workman needed to execute the work contemplated under this Lease, shall be paid to all workmen employed on the work to be done according to this Lease by Lessee or any approved subcontractor, and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. If both the Davis-Bacon Act and State of California prevailing wage laws apply and the federal and state prevailing rate of per diem wages differ, Lessee and subcontractor, if any, shall pay the higher of the two rates. Said prevailing rate of per diem wages are on file at the City, Office of the City Clerk, 3300 Newport Boulevard, Newport Beach, California 92658, and are available to any interested party on request.

8.7 Extensions

Lessee may request, and the Lessor may, but is not required to, grant, an extension with respect to any of the deadlines specified in this Lease. Lessor may not unreasonably withhold its consent for an extension provided that Lessee is proceeding in good faith and a reasonable manner as determined by Lessor in its sole and absolute discretion. All requests for extensions shall be submitted to the City Manager for review and a determination whether to grant or deny the request. The City Manager's determination shall be final. extensions authorized by this Section are in addition to any extension resulting from force majeure.

ARTICLE 9 REPAIRS AND MAINTENANCE

Lessee shall, at Lessee's expense, perform all routine and recurring maintenance necessary to keep the Property in good order and condition and shall exercise due diligence to protect the Property from damage and in accordance with the standards in this Lease. Lessee shall, at a minimum perform the following: (i) the maintenance of the exterior surfaces of the buildings (including patching and resurfacing the roof membrane and painting or other protective treatment of the exterior wall of the buildings); (ii) maintenance of the rest rooms (including repairs or replacements of tile or rest room fixtures); (iii) the maintenance of electrical systems solely serving the Property and the

repair and replacement of components; (iv) maintenance of all pipes and plumbing systems solely serving the Property, and the repair and replacement of components; and (v) the maintenance of all building service equipment (including HVAC equipment, conveyancing systems, and fire, life safety, and emergency equipment) and the repair and replacement of components. During the term of the Lease, in the event that Lessor is unsatisfied with any maintenance or repairs performed by Lessee, the Parties shall meet and confer as soon as reasonably practicable to address Lessor's concerns promptly. Lessee shall not be responsible for the cost of and repair or maintenance required because of the acts or omissions of Lessor.

ARTICLE 10 STATUS AND MANAGEMENT OF LESSEE

10.1 Nonprofit Status

During the Term, Lessee shall maintain its status as a California public benefit nonprofit corporation in full compliance with the California Nonprofit Corporation Law (California Corporation Code Section 5000 *et seq.*). Lessee shall also maintain its qualification as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code (or any successor statute).

10.2 By-Laws

During the Term, Lessee shall maintain by-laws governing the management and operation of the nonprofit corporation, and provide Lessor with a current copy of the by-laws if such by-laws are required by its charter with the national girl scout organization ("Girl Scouts USA").

ARTICLE 11 ALTERATIONS

11.1 Written Consent

Except as otherwise provided in Section 11.2, Lessee shall obtain the written consent of Lessor prior to making any structural or nonstructural alterations to the Property. All structural and nonstructural alterations to the Property shall conform to the approved plans for the Property. "Alterations" shall mean any modification, addition, or Improvement to the real property or to the Improvements that will be undertaken by Lessee subsequent to construction of Improvements required by this Lease, whether by addition or deletion. Lessee shall be solely responsible for all costs and expenses incurred in making any alteration. All alterations shall be surrendered with the Property when this Lease expires or terminates.

11.2 <u>Minor Alterations</u>

Improvements including, maintenance, repairs and replacement shall be considered Minor Alterations so long as any Improvement replaced is of like kind and quality. Lessee may during the term of this Lease complete certain alterations and improvements to the Property (deemed "Minor Alternations") without Lessor's prior approval, provided such Minor Alterations individually meet all of the following criteria:

- (1) Would not require Lessee to apply for a building permit for completion of such Minor Alteration;
- (2) Would not result in any violation of any provision of this Lease;
- (3) Would not result in a substantial change in the character of the Improvements or the use for which they were intended;
- (4) Would not involve or result in any change in the exterior of the Improvements that materially changes the design of the Improvements based on the approved Construction Plans.;
- (5) Would not be of lesser quality or result in the diminution of the value of the Property or Marina Park;
- (6) Would not weaken the structural integrity of the Improvements or any portion thereof.

Improvements and changes in the Property which meet the criteria contained herein and which involve the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary and appropriate by Lessee will not be considered "Alterations" or "Minor Alterations" and do not require Lessor's prior approval.

11.3 <u>Demolition</u>

Lessee shall not, without prior written approval of City, demolish, alter, or remove all of any structural part of the Property or any Improvements located upon the Property.

11.4 Notice of Non-responsibility

Structural and nonstructural alterations which require Lessor approval shall not be commenced until ten (10) days after Lessor has received written notice from Lessee stating the date work is to commence so that Lessor can post and record an appropriate Notice of Non-Responsibility. Structural alterations requiring a building permit shall be made as stipulated by the City's adopted Building Code.

ARTICLE 12 PAYMENT OF UTILITIES, TAXES, CHARGES AND FEES

12.1 Public and Private Utility Services

Lessee will pay all charges for all public or private utility services and all sprinkler systems and interior protective services provided to or for the Property. Lessee will comply with the terms and conditions of contracts relating to such services. Lessor shall not be liable for any failure or defect in the supply of any utility.

12.2 Refuse

The Property is included with the City's commercial refuse collection facilities. Lessee shall pay all charges applied to the Property for refuse collection services whether billed by the City or its refuse collection service provider.

12.3 <u>Taxes, Assessments, Fees and Charges</u>

Lessee covenants to pay when due and prior to delinquency all applicable taxes, assessments, fees, charges, and levies of every type and character, including all interest and penalties, that are imposed, assessed or levied on the Property, any occupancy or use of the Property, or any income derived from the Property. Nothing herein shall be deemed to prohibit the Lessee from contesting the validity or amount of any tax, assessment, fee, charge, encumbrance or lien, or to limit the remedies available to the Lessee in respect thereto.

12.4 Proof of Payment

Lessee agrees to furnish to Lessor, upon request, proof of the timely payment of any tax, assessment, levy, fee or charge or other. Lessee may pay any assessment or tax in installments if legally permissible to do so. In the event Lessee elects to pay assessments or taxes in installments, Lessee shall be liable only for those installments which become due and payable during the Term of this Lease.

12.5 Payment by Lessor

In the event that Lessee fails to pay any assessment, tax, fee or charge levied on the Property, if any, Lessor may, at its option, pay any assessment, tax, fee or charge together with any penalties and/or interest before the due date if Lessor has a reasonable belief that Lessee is unwilling or unable to make the payment. In such event, Lessee shall fully reimburse Lessor within ten (10) days of written notice of payment by Lessor.

12.6 Property Taxes not Valid

The obligation of Lessee to pay taxes shall not be construed as evidence that

Lessor or Lessee believe that any tax is legal. This Lease is intended only to obligate Lessee to pay taxes if legally imposed.

12.7 <u>Notice of Possessory Interest; Payment of Taxes and Assessments on Value of Entire Lease Premises</u>

In accordance with California Revenue and Taxation Code Section 107.6(a) and Health and Safety Code Section 33673, Lessor states that by entering into this Lease, a possessory interest subject to property taxes may be created, and if so, that Lessee shall pay taxes upon the assessed value of the Property and not merely the assessed value of its leasehold interest. Lessee or other party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

ARTICLE 13 LIENS

13.1 Indemnification

Lessee shall indemnify, defend and hold Lessor and the Property free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of (1) Lessee's use, occupancy or operation of the Property or (2) any work performed on, or any material furnished to the Property at the request or direction of Lessee. Lessee shall pay, prior to delinquency, for all work performed on, and material furnished to, the Property which may result in a lien on the Property and shall use its best efforts to keep the Property free and clear of all mechanic's liens and similar liens.

13.2 Satisfaction of Liens

Lessee shall fully pay and discharge a judgment or lien affecting the Property upon entry of final judgment in any action contesting any claim of lien (if final judgment establishes the validity of all or a portion of the lien). Lessee shall also pay any lien within fifteen (15) days after notice of the filing of any lien that Lessee does not contest. Lessee shall reimburse Lessor upon demand for any and all loss, damage and expense, including reasonable attorneys' fees, incurred by Lessor with respect to any judgment or lien resulting from the acts or omissions of Lessee related to the Property. Lessor shall have the right to satisfy any judgment or lien if Lessee fails or refuses to do so and Lessee shall fully reimburse Lessor in such event.

13.3 Notice to Lessor

Lessee shall give Lessor written notice of any claim or lien filed against the

Property and any action or proceeding instituted affecting the title to the Property.

13.4 Notice of Non-Responsibility

Lessor shall have the right to post and maintain on the Property any Notice of Non-Responsibility authorized by law.

ARTICLE 14 INDEMNIFICATION

14.1 <u>Indemnity</u>

Lessee shall defend, indemnify and hold harmless Lessor, its officers, directors, employees, agents and representatives from and against any and all legal or administrative proceedings, claims, reasonable attorneys' fees and costs, expenses, penalties, actual damages, including indemnity claims, in any way related to Leesee's (i) improvement, use, maintenance, or operation of the Property (ii) this Lease (iii) the use, release, generation, storage or disposal of Hazardous Materials (as defined in Section 14.6 on the Property by Lessee or any agent of Lessee, (iv) compliance or non-compliance with any federal, state or local environmental law, ordinance, rule or regulation, (v) any accident or injury to, or death of, persons or damage to property occurring on or about the Property (vi) the removal, clean-up, encapsulation, detoxification or any other action taken by Lessee or any agent of Lessee, directly or indirectly arising out of the presence of Hazardous Materials in, on or around the Property. If the storage, use and disposal of Hazardous Materials on the Property is caused by the Lessee or any agent of Lessee and results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, Lessee shall promptly take any and all action required by such agency to investigate and clean-up such contamination.

Lessor shall defend, indemnify, and hold harmless Lessee, its officers, directors, employees, agents and representatives from and against any and all legal or administrative proceedings, claims, reasonable attorney fees and costs, expenses, penalties, actual damages, including indemnity claims, in any way related to (i) intentional acts or negligence of Lessor, its officers, officials, consultants, agents, employees, contractors, or invitees arising with regard to use or entry onto the Property by Lessor, (ii) the use, release, generation, storage or disposal of Hazardous Materials (and defined in Section 14.6) on the Property by Lessor or any agent of Lessor; (iii) Lessor's compliance or non-compliance with any federal, state or local environmental law, ordinance, rule or regulation, (v) any accident or injury to, or death of, persons or damage to property occurring on or about the Property as result of Lessor's use of the Property, (vi) the

removal, clean-up, encapsulation, detoxification or any other action taken by Lessor or any agent of Lessor, directly or indirectly arising out of the presence of Hazardous Materials in, on or around the Property. If the previous, current and future storage, use and disposal of Hazardous Materials on the Property is caused by the Lessor or any agent of Lessor and results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, Lessor shall promptly take any and all action required by such agency to investigate and clean-up such contamination.

14.2 CERCLA Liability

Lessee and Lessor mutually agree that this Lease is intended to operate as an indemnification under Section 9607(e) (1) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, and the California Hazardous Substances Act ("CHSA"), as amended.

14.3 Expense of Proceedings

The defense of any suit, action, legal or administrative proceeding that may be threatened, brought or instituted against Lessor or Lessee that is the subject to the indemnification provisions included in this Lease shall be conducted at the respective Party's sole expense.

14.4 Release

As of the Date of Possession, Lessee waives, releases and forever discharges Lessor from any and all suits, causes of action, legal or administrative proceedings, claims, demands, liabilities, losses, costs, interest, attorneys' fees, expenses, penalties, actual damages, punitive damages and losses, known or unknown, which Lessee ever had, now has, or may have in the future that are in any way related to (i) the condition, status, quality, nature, contamination or environmental state of the Property including Lessee's claims under the CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act and any other federal, state or local law, ordinance or regulation, or common law theory of recovery, pertaining to the presence, release, clean-up or containment of Hazardous Materials on the Property.

14.5 Waiver of California Civil Code Section 1542

Section 1542 of the California Civil Code states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her, must have materially affected his or her settlement with the debtor.

Lessee knowingly and voluntarily waives its rights pursuant to California Civil Code Section 1542. Lessee fully understands the consequences of this waiver and has been advised of the consequences by legal counsel. The Parties intend this Lease will be effective as a bar to Lessee's Claims.

14.6 Definition of Hazardous Materials

The term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material that may be defined as a hazardous, toxic or dangerous substance, material, waste, pollutant or contaminant under any federal, state or local environmental law, ordinance, rule or regulation as now or at any time hereafter in effect, including, without limitation, (a) CERCLA, (b) the Federal Water Pollution Control Act, (c) the Clean Air Act (d) the Resource Conservation and Recovery Act, (e) the Toxic Substances Control Act, (f) the Hazardous Materials Transportation Act, (g) the Carpenter-Presley-Tanner Hazardous Substance Account Act, (h) Hazardous Waste Control Law, and the (i) the Porter-Cologne Water Quality Control Act (California Water Code Sections 13000 et seq).

ARTICLE 15 INSURANCE

15.1 Insurance to be maintained

Lessee shall take out and maintain, no later than thirty (30) days after the Effective Date and for the Term of this Lease, at Lessee's sole cost and expense, the insurance required by Lessor as set forth in Exhibit **J**.

ARTICLE 16 DAMAGE BY FIRE OR CASUALTY

16.1 <u>Lessee to give Notice</u>

In case of any material damage to or destruction of the Property, Lessee will promptly give written notice to Lessor generally describing the nature and extent of the damage or destruction.

16.2 Restoration

Except as provided in Section 17.3, in the event of damage to or destruction of the Property, Lessee shall repair and restore the Property to its original condition (subject to changes necessary to comply with then existing laws and any changes in design approved by Lessor), at Lessee's sole cost and expense. To the extent the insurance proceeds received from an insurance carrier ("Insurer") are insufficient to cover the cost of such repair and restoration, Lessee shall make up the deficiency out of Lessee's own funds. The repair and restoration shall be commenced within a reasonable period of time following the casualty and shall be completed with due diligence. Lessee shall have the option to terminate this Lease and surrender possession of the Property to Lessor in the event the cost of such repair and restoration exceeds the sum of (i) the amount of insurance proceeds available to Lessee plus (ii) the amount of the deductible by an amount which Lessee reasonably determines renders reconstruction of the Property economically infeasible. In the event of such a termination, Lessee shall pay to Lessor the amount of the deductible and assign to Lessor any and all rights Lessee may have to the insurance proceeds from claims related to the Property or the Improvements but specifically excluding insurance proceeds from claims related to Equipment.

16.3 Casualty Late in Term

Lessee or Lessor shall have the right to terminate this Lease on ninety (90) days written notice if (i) the Property is damaged or destroyed subsequent to the twenty fifith (25th) year of the Term, (ii) the costs of restoration and repair are estimated to exceed fifty percent (50%) of the then full replacement cost of the Property (excluding land costs/value), and (iii) Lessee elects not to repair or restore the Property. In such event, Lessor shall have the right to receive and retain all insurance proceeds paid or payable to Lessee on account of any damage or destruction to the Property.

16.4 Application of Insurance Proceeds

In the event that Lessee is required to restore the Property pursuant to Section 16.2, proceeds from policies of insurance required by Article 15 and which are received on account of any damage to or destruction of the Property (less the costs, fees and expenses incurred in the collection), shall be applied as follows:

16.4.1 Lessee shall furnish to Lessor satisfactory evidence to Lessor of the total cost of Restoration pursuant to Section 16.2. Lessee shall then furnish to Lessor satisfactory evidence that it has available the total amount of money which, when added to the insurance

proceeds received, shall be sufficient to pay the cost of such restoration.

- Assuming satisfaction of the conditions of subsection 16.4.1 net insurance proceeds shall be paid to Lessee, unless Lessee is in Default, to fund restoration. Payments from the proceeds of insurance for restoration shall be made only upon written request of Lessee to Insurer and verification by an Independent Adjustor assigned to the claim by the Insurer that the repairs are taking place and that work continues to progress. A copy of any such written request submitted to Insurer by Lessee shall also be provided to Lessor. Final payment of insurance proceeds by Insurer will not be made until all repairs are completed and there are no mechanic's or similar liens for labor or material supplied in connection with the restoration to date.
- 16.4.3 Upon completion of restoration and assuming Lessee is not in default, excess insurance proceeds shall first be paid to Lessor to the extent of its actual expenses incurred by Lessor in the restoration, then to Lessee as working capital

ARTICLE 17 EMINENT DOMAIN

17.1 Lease Governs

The rights and obligations of the parties with respect to any Award (as defined in Section 17.4) shall be as provided in this Article if there is any taking during the Term of this Lease.

17.2 Termination of Lease

This Lease shall terminate effective on the date of surrender of possession of the Property to the condemning authority in the event of a total taking. Lessee shall continue to observe and perform all of the terms, covenants and conditions of this Lease until the date of termination.

17.3 Partial Taking – Restoration

If there is a partial taking, Lessee may, at its sole cost and expense, whether or not the condemnation award is sufficient for the purpose, promptly commence and diligently proceed to effect restoration of the Property as nearly as possible to the condition and character immediately prior to such taking.

17.4 Distribution of Award

All awards and damages received on account of any taking, whether partial or total, including interest received ("Award"), shall be paid promptly by the person(s) receiving the same to an escrow agent mutually acceptable to Lessor and Lessee to be distributed upon appropriate instruction from the parties.

17.5 Allocation of Award – Partial Taking

Any Award in a partial taking shall be distributed by escrow in the following order of priority:

- 17.5.1 First, to Lessor and Lessee to reimburse all costs and expense incurred in the collection of the Award, including fees and expenses incurred in the condemnation proceeding;
- 17.5.2 Second, to Lessor, as reimbursement for the costs and expenses of restoration of the Property and as those costs and expenses are incurred by Lessee;
- 17.5.3 Third, if Lessor and Lessee are unable to agree upon the allocation of the balance of the Award, if any, it shall be deposited by escrow into a court of competent jurisdiction to be equitably allocated by the court.

17.6 Allocation of Award – Temporary Taking

In the event of a taking for temporary use or occupancy, this Lease shall continue in full force and effect and Lessee shall be entitled to claim, recover and retain any Award made on account of such temporary taking. However, if the period of temporary taking extends beyond the Term, the Award shall be apportioned between Lessor and Lessee as of the date of expiration.

17.7 <u>Allocation of Award – Total Taking</u>

Any Award in a total taking shall be distributed by escrow in the following priority:

- 17.7.1 First, to Lessor and Lessee to reimburse for all costs and expenses incurred by each in the collection of the Award;
- 17.7.2 Second, if Lessor and Lessee are unable to agree upon the allocation, the balance of the Award shall be deposited by escrow into a court of competent jurisdiction to be equitably allocated by the court. The determination of the value of Lessee's and Lessor's

respective interests in the Property shall be made as if the Lease were to continue in full force and effect until the Expiration Date.

17.8 Conduct of Proceedings

Lessee and Lessor shall jointly participate in and prosecute/defend any action or proceeding involving a taking of the Property by condemnation or under the power of eminent domain and shall jointly make any compromise or settlement.

17.9 Notices

Any party receiving notice of or becoming aware of any condemnation proceedings shall promptly give written notice to the other party.

ARTICLE 18 ASSIGNMENT AND SUBLETTING

Lessee may not assign or sublet this Lease or any portion of the Property, without Lessor's prior written consent which consent may be withheld in Lessor's sole and absolute discretion. However, Lessee may grant such licenses, permits and concessions as are reasonable, appropriate and customary to promote a Permitted Use and are in accordance with this Lease. For the purposes of this Lease, assignment or subletting shall not be deemed to have occurred as result of any transfer of this Lease to an organization chartered or licensed by Girl Scouts of the United States of America.

ARTICLE 19 LEASEHOLD MORTGAGES

Lessee shall have no right to encumber its interest in this Lease, the Property or the Improvements without Lessor's prior written consent, which consent shall not be unreasonably withheld by Lessor.

ARTICLE 20 PERFORMANCE OF LESSEE'S COVENANTS

20.1 Right of Performance

If Lessee fails to pay any tax, fee or other charge in accordance with Article 12 within the time period required or shall fail to pay for or maintain any of the insurance policies provided for in Article 15 within the time required, or to make any other payment or perform any other act within the time required by this Lease, then Lessor may, after thirty (30) days' written notice to Lessee (or without notice in case of an emergency) and without waiving or releasing Lessee:

- 20.1.1 Pay the tax, assessment, fee or charge payable by Lessee pursuant to this Lease; or
- 20.1.2 Pay for and maintain any insurance policies required by this Lease; or
- 20.1.3 Make any other payment or perform any other act that Lessee is required to pay or perform pursuant to this Lease.

20.2 Reimbursement and Damages

Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor in the exercise of its rights pursuant to Section 20.1.

ARTICLE 21 REPRESENTATIONS

21.1 Lessor's Representations

Lessor represents to Lessee that:

- 21.1.1 Lessor owns the Property in fee simple subject only to the permitted exceptions provided in **Exhibit** "**E**" and other matters affecting title that do not inhibit, prevent or impair the operation, maintenance or use of the Property.
- 21.1.2 Lessor has the power and authority to enter into this Lease and perform all the obligations of Lessor hereunder.

21.2 <u>Lessee's Representations</u>

Lessee represents to Lessor that:

- 21.2.1 Lessee will examine the Property on or before the Date of Possession and will advise the Lessor whether it find the Property fit for use as a Girl Scout program facility
- 21.2.2 Lessor has not made any representations or warranties regarding the condition of the Property,
- 21.2.3 Lessee has the right, power and authority to enter into this Lease and to perform all the obligations of Lessee.

21.2.4 Lessee is a California public benefit nonprofit corporation in full compliance with the provision of the California Nonprofit Corporation Law (California Corporation Code Section 5000 *et seq.*), and is a tax exempt organization under 501(c)(3) of the Internal Revenue Code.

ARTICLE 22 DEFAULTS, REMEDIES AND TERMINATION

22.1 Legal Actions

22.1.1 <u>Institution of Legal Actions</u>

In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Any legal action shall be filed in the County of Orange, State of California.

22.1.2 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Lease, with venue in Orange County.

22.2 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Lease, the rights and remedies of the parties are cumulative.

22.3 Occurrence of Default

The following acts or omissions shall be considered material breaches of this Lease if Lessee fails to cure the default within thirty (60) days after written notice of default from Lessor or, if cure is not feasible within sixty (60) days, Lessee has failed to commence cure within thirty (60) days or fails to diligently complete the cure:

- The failure of Lessee to comply with the provisions of Articles 8 and 11 related to the design and construction of Improvements and alterations to the Property.
- 22.3.2 The failure of Lessee to use the Property as identified in Section 6.1.

- The failure of Lessee to maintain the Property as specified in Article 9.
- 22.3.4 The failure of Lessee to restore or repair the Property in the event of damage or destruction as provided for in Article 16.
- 22.3.5 The failure of Lessee to pay any fee, tax, charge, or assessment prior to delinquency or the failure to reimburse Lessor in the event Lessor pays the fee, tax, charge or assessment.
- 22.3.6 The failure of Lessee to pay rent as set forth in Article 5.

22.4 Remedies

If Lessee has materially breached this Lease after expiration of all applicable cure periods then a Default shall be deemed to have occurred, Lessor may give written notice to Lessee of Lessor's intent to terminate the Lease. The Notice of Intent to Terminate must include no less than ten (10) days notice to Lessee of the date and time of an open and public meeting of City Council at which time the City Council will decide if there has been a material breach in the Lease. The Lease shall terminate on the date of City Council's determination that the Lessee has materially breached the Lease. In addition to the right of termination, Lessor shall have the following additional rights and remedies:

- 22.4.1 Lessor shall have the immediate right to reenter the Property, take possession of the Property. In the event of termination under this section Lessor shall owe no compensation to Lessee.
- Lessor may, at its option, enforce all of its rights and remedies under this Lease, including the right to recover the consideration and all other sums payable as they become due. Lessor shall also be entitled to recover from Lessee all costs of maintenance and preservation of the Property, and all costs, including attorneys' and receiver's fees, incurred in connection with the appointment of and performance by a receiver to protect the Property.
- 22.4.3 Lessor shall be entitled to recover all money payable to Lessee related to the operation and use of the Property.

22.5 Option to Terminate

Lessee shall have the option to terminate the Lease upon giving the Lessor written notice at least three hundred sixty-five days prior to a

lease termination date which termination shall take effect on that lease termination date.

ARTICLE 23 PERMITTED CONTESTS

Lessee, at no cost or expense to Lessor, may contest (after prior written notice to Lessor), by appropriate legal proceedings conducted with due diligence, the amount or validity or application, of any Imposition or lien, and provided that the proceedings suspend collection from Lessor and any action against the Property. If Lessee fails to contest the matter, or fails to protect Lessor and Lessor's interest in the Property, Lessor may contest or settle the matter in its sole discretion and obtain reimbursement from Lessee.

ARTICLE 24 ENTRY BY LESSOR

Lessor may enter the Property at reasonable times for the purpose of inspecting, servicing or posting notices, protecting the Property, or for any other lawful purposes, including showing the Property to prospective purchasers or lessees.

ARTICLE 25 FORCE MAJEURE

Any prevention, delay, non-performance or stoppage due to any of the following causes shall be excused: any regulation, order, act, restriction or requirement or limitation imposed by any Federal, State or municipal government; acts of God; acts or omissions of Lessor; fire, earthquake, explosion or floods; strikes, walkouts or inability to obtain materials; war, riots, sabotage or civil insurrection; unusually severe weather; or any other causes beyond the reasonable control of Lessee.

ARTICLE 26 MISCELLANEOUS

26.1 Notices.

All notices and other communications shall be in writing, shall be sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given two (2) days after the day of mailing, addressed:

To Lessor:

City Manager
City of Newport Beach
100 Civic Center Drive .
Newport Beach, CA, 92658-8915

With a copy to both:

City Attorney's Office City of Newport Beach 100 Civic Center Drive. Newport Beach, CA, 92658-8915 Real Estate Division
City of Newport Beach
100 Civic Center Drive
Newport Boulevard, CA 92658-8915

or at such other addresses as Lessor shall have furnished to Lessee; and

To Lessee:

Nancy Nygren Chief Executive Officer Girl Scouts of Orange County 9500 Toledo Way Irvine, CA 92618

26.2 No Claims Against Lessor

Nothing in this Lease constitutes any consent or request by Lessor for the performance of any labor or services or the furnishing of any materials to the Property

26.3 Integration

This Lease, and the exhibits, are the entire Agreement between the Parties, and there are no agreements or representations between the Parties except those specified in this Lease. This Lease supersedes any prior negotiations, representations, discussions or agreements between the Parties with respect to the Property. Except as otherwise provided, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties, and approved as to form by Lessor's City Attorney.

26.4 No Waiver By Lessor

To the extent permitted by law, no failure by Lessor to insist upon the strict performance of any term of this Lease, or to exercise any right, power or remedy upon a Default under this Lease, shall constitute a waiver.

26.5 Severability

If any term of this Lease or any application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected. Unless otherwise expressly provided, any approval or consent of Lessor required shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties.

26.6 Holding Over

A tenancy for month-to-month shall result if Lessee remains in possession of the Property with consent of Lessor after the expiration of the Term. The month-to-month tenancy shall be on the same terms and conditions as contained in this Lease.

26.7 No Partnership

This Lease does not cause Lessor to be a partner of Lessee, a joint venture with Lessee, or a member of a joint enterprise of Lessee relative to the operation of a Girl Scout program facility on the Property .

26.8 Time of the Essence

Time is of the essence relative to all of the terms, provisions, covenants and conditions of this Lease.

26.9 Authority

Each individual executing this Lease on behalf of the Lessee represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the foundation, in accordance with a duly adopted resolution of the Board of Directors, and that this Lease is binding upon the foundation in accordance with its terms. Lessee represents and warrants to Lessor that the entering into this Lease does not violate any provisions of any other agreement to which Lessee is bound.

26.11 City Authorization

The City Manager of the City of Newport Beach is hereby authorized, on behalf of the City, to sign all documents necessary and appropriate to carry out and implement the Lease and to administer the City's obligations, responsibilities and duties to be performed under the Lease.

26.10 Attachments and Exhibits

This lease includes the following Exhibits, which are attached hereto and made a part hereof:

Exhibit A - Map of Marina Park property

Exhibit B - Legal Description of Leased Property

Exhibit C - Map of Leased Property

Exhibit D - Description of Improvements

Exhibit E – Permitted Exceptions

Exhibit F – Location of Parking Areas

Exhibit G – Parking Management Plan

Exhibit H - Program Facility Description

Exhibit "I" - Conceptual Design Plans

Exhibit "J" – Insurance Requirements

[SIGNATURES ON NEXT PAGE]

Leilani Brown
City Clerk
City of Newport Beach

CITY OF NEWPORT BEACH

ATTEST:

[END OF SIGNATURES]

Dated

STATE OF CALIF	FORNIA }ss }	
On	, before me	personally
	proved to me on the basis of satis	
	s/are subscribed to the within instr	
	uted the same in his/her/their a	-
	ature(s) on the instrument the pe	
which the person	(s) or the entity upon behalf of whi	ch the person(s) acted, executed
instrument.		
WITNESS my hai	nd and official seal.	
Signature		
	(This area for official notari	ial seal)



EXHIBIT B LEASE DESCRIPTION

THAT PORTION OF FILLED TIDE AND SUBMERGED LAND AND A PORTION OF SWAMP AND OVERFLOWED LANDS LOCATION NUMBER 3089 PATENT TO JAMES MCFADDEN ON MAY 16, 1892, SITUATE IN THE CITY OF NEWPORT BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 16 OF BLOCK 117, SECTION B, NEWPORT BEACH AS SHOWN ON A MAP FILED IN BOOK 4. PAGE 27 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF 18TH STREET (40 FEET WIDE); THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE NORTH 10°36'36" EAST 106.15 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH 79°23'24" EAST 14.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10°36'36" EAST 58.92 FEET; THENCE SOUTH 79°23'24" EAST 3.50 FEET; THENCE NORTH 10°36'36" EAST 16.59 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 54.00 FEET. A RADIAL BEARING TO SAID POINT BEARS SOUTH 14°21'08" WEST; THENCE NORTHEASTERLY 26.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°45'27" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 54.00 FEET. A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 13°24'19" WEST: THENCE SOUTHEASTERLY 52.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°23'21": THENCE NONTANGENT SOUTH 28°55'40" WEST 5.27 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 54.00 FEET. A RADIAL BEARING TO SAID CURVE BEARS SOUTH 28°34'18" WEST; THENCE SOUTHEASTERLY 16.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'17"; THENCE NONTANGENT SOUTH 20°36'39" WEST 14.81 FEET; THENCE SOUTH 69°23'21" EAST 4.91 FEET; THENCE SOUTH 20°36'39" WEST 53.27 FEET; THENCE SOUTH 43°40'33" EAST 9.90 FEET; THENCE SOUTH 31°35'19" WEST 4.31 FEET; THENCE NORTH 67°16'47" WEST 44.45 FEET; THENCE NORTH 79°23'24" WEST 29.28 FEET; THENCE SOUTH 10°36'36" WEST 0.83 FEET; THENCE NORTH 79°23'24" WEST 20.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,326 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 1st DAY OF MAY, 2013

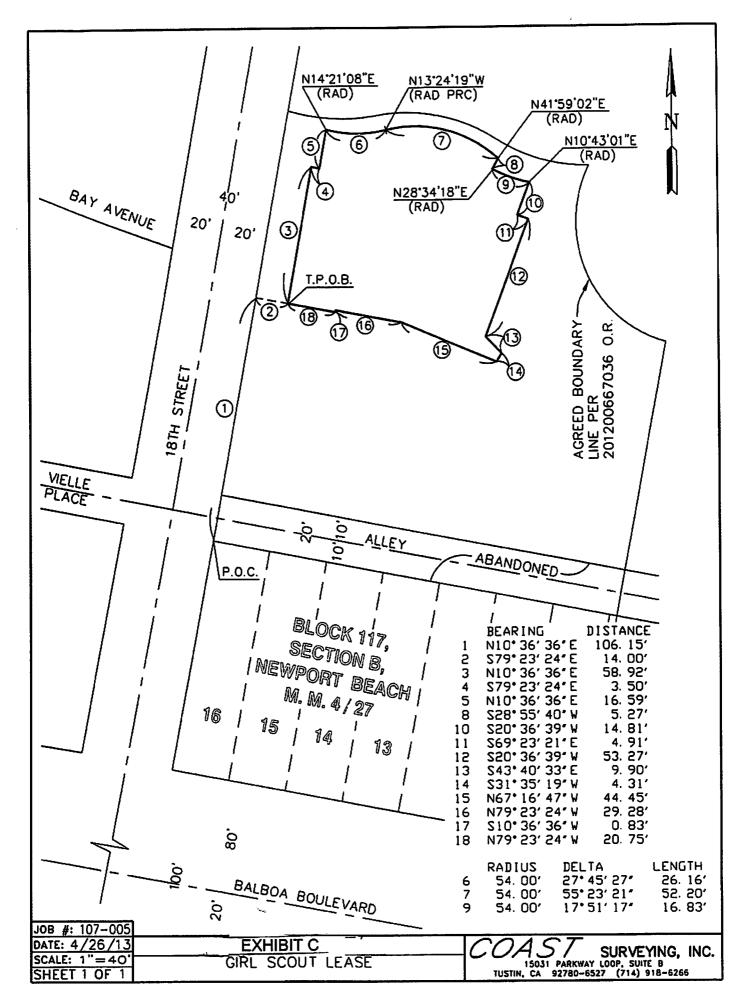
GWEN-VERA DEL CASTILLO, PLS 5108

LS. 5108

LS. 5108

CALIFORN

CALIFO



Project Description: Girl Scouts Leadership Center

The Girl Scouts Leadership Center is a single-story, 4,200 s.f. steel-framed, plaster-clad structure with masonry veneer and wood-like accents on the exterior.

The occupancy is A-2 and building type is V-B (fully sprinklered).

It consists of two meeting rooms, a double volume atrium space, a small kitchen, a service core with a shower/changing room and three showers, a restroom with four toilets and three lavs for the girls, a men's restroom with a toilet, urinal and lav, and miscellaneous storage and utilities. Two separate curving aluminum standing seam roof top the atrium and one of the meeting rooms. A single ply monolithic elastomeric roof covers the other meeting room, kitchen and service core areas.

The exterior features dual insulated low-e glass throughout and utilizes natural ventilation coupled with a forced air heating system.

A 1,950 s.f. paved patio surrounded by a curving fence features a gas powered fire ring.

EXHIBIT E

PERMITTED EXCEPTIONS

The City reserves the right to access and maintain the landscape improvements, irrigation, and appurtenances around the outside Girl Scouts Leadership Center perimeter.

EXHIBIT E-1





Stirut	o Legena						
Label	Latin Name	Common Name	Spacing	Height	Spread	Size	Wuc
	-	Blue Eif Alce Wood's Compact Manzanita Variegated Smooth Agave Ghost Aloe Jolly Green Aeonium Little Gem Aloe Jolly Green Aeonium Little Gem Aloe Pacific Mist Manzanita San Diego Bent Grass Kangaroo Paw Cane Bluestem Blue Grama Blue Grama Little Rev Flax Lily Salt Grass Sisklyou Blue Fescue Blue Fescue Idaho Fescue Pink Midget Grevillea Variegated Paddle Plant Silver Platter Paddle Plant Silver Platter Paddle Plant Soescape Mar Rush Deer Grass Sterile Green Fountain Grass Sterile Green Fountain Grass Blue Rosemay Bee's Blus Sage Blue Rosemay Bee's Blus Sage Santa Barbara Sage	16" o.c 36" o.c 54" o.c 24" o.c 24" o.c 16" o.c 48" o.c 16" o.c 48" o.c 12" o.c 24" o.c 12" o.c 24" o.c 12" o.c 24" o.c 12" o.c 24" o.c 12" o.c 36" o.	12" 6" 36" 24" 12" 24" 12" 24" 36" 12" 12" 12" 12" 12" 12" 12" 18" 10" 12" 12" 12" 18" 10" 12" 12" 12" 18" 10" 10" 10" 10" 10" 10" 10" 10" 10" 10	18" 42" 18" 18" 18" 18" 172" 12" 12" 12" 12" 12" 18" 18" 18" 18" 18" 18" 18" 18" 18" 18	5 Gal 5 Gal 5 5 Gal 5 5 Gal 5 5 Gal 5 5 Gal 1	L L L L L L L L L L L L L L L L L L L
SR	Sedum Rupestre 'Angelina'	Giant Needle Grass Golden Sedum	36" o.c 6" o.c	24" 9"	36" 18"	5 Gal 5 Gal	L
TL WF	Trichostema lanatum Westringia fruticosa 'Moming Light'	Woolly Blue Curls Coast Rosemary	36" o.c 42" o.c	36" 42"	48" 48"	5 Gal 5 Gal	VL L

Tree Legend:

ADJACENT PARK TREE PLANTING SHOWN IN GREYSCALE -ADJACENT SHRUB PLANTING ALLOCATED BASED ON SCHEDULE

PRELIMINARY IRRIGATION EQUIPMENT SCHEDULE

LEASE LINE

CITY MAINTENANCE

0

C	RAINDBIRD	ESP -RZX-4 WR-2	4 STATION OUTDOOR CONTROLLER WITH REMOTE WIRELESS RAIN SENSOR.
•	RAIN BIRD*	33DRC	QUICK COUPLING VALVE - 3/4-INCH SIZE - DOUBLE LUG KEY - LOCKING RUBBER COVER MOUNTED IN ROUND BOX - REFER TO DETAIL 6, SHEET L.251.
•	RAIN BIRD*	XCZ-075-PRF	DRIP VALVE STATION: DRIP ELECTRIC CONTROL VALVE ASSEMBLY 1-INCH SIZE - W/ PRESSURE REGULATING BASKET FILTER (200 POLY MESH /40 PSI SETTING) FOR FLOWS 5 GPM AND GREATER - USE 3/4* SIZE DRIP ELECTRIC CONTROL VALVE ASSEMBLY FOR FLOWS UNDER 4 GPM - REFER TO DETAIL 10, SHEET L252.
Z S1	FEBC0	825Y \$1"	REDUCED PRESSURE TYPE BACKFLOW PREVENTER ASSEMBLY - 1-INCH SIZE - PROVIDE FACTORY LINE-SIZE "Y" STRAINER - PROVIDE SHOP DRAWING FOR REVIEW AND APPROVAL OF LOCATION PRIOR TO INSTALLATION. REFER TO DETAIL 1, SHEET L251.
H	MATCO*	754N	BALL VALVE - BRASS BODY - THREADED - FULL PORT - NICKEL PLATED - LINE SIZE - INSTALL WITHIN ROUND VALVE BOX - REFER TO DETAIL 7, SHEET L.251.
A	RAIN BIRD	ARV050	AIR RELIEF VALVE - THREADED - 1/2-INCH MIPT- INSTALL WITHIN ROUND VALVE BOX - INSTALL UNITS WHERE SHOWN LOCATED AT ENDS OF DRIPLINE SYSTEMS - REFER TO DETAIL 5, SHEET L.252.
Ø	DRIPLINE FLUSI	H OUT ASSEMBLY - SCHEI	DULE 40 PVC FULL PORT BALL VALVE AND PVC FLEX HOSE TUBING INSTALLED WITHIN ROUND VALVE BOX - ADAPT TO INSTALL DRIPLINE TUBING AS REQUIRED - INSTALL UNITS WHERE SHOWN LOCATED AT ENDS OF DRIPLINE SYSTEMS - REFER TO DETAIL 6, SHEET L.252.
\boxtimes	DOMESTIC WAT	ER METER - SIZE AS NOTE	ED ON DRAWING - REFER TO POINT-OF-CONNECTION NOTE ON SHEET L.201.
	PRESSURE MAI	N LINE PIPING - DOMESTI	C WATER - USE CLASS 315 PVC PIPING FOR 2-INCH AND LARGER SIZES AND USE SCHEDULE 40 PVC FOR 1.5-INCH AND SMALLER PIPING - SIZE PIPING (NOTED IN INCHES) AS SHOWN ON DRAWINGS - PROVIDE SCHEDULE 80 FITTINGS FOR ALL PIPING SIZES - REFER TO DETAIL 8, SHEET L 251.
	NON-PRESSURE	LATERAL LINE PIPING - V	WHITE COLOR CODED SCHEDULE 40 PVC PIPING - SIZE PIPING (NOTED IN INCHES) AS SHOWN ON DRAWINGS - REFER TO DETAIL 8, SHEET L 251.
	RAIN BIRD RAIN BIRD RAIN BIRD	XFS-06-12 (TUBING) EASYFIT (FITTINGS) TDS-050 (STAKE)	BRILLINE COPPER SHIED SERES SYSTEM - PRESSURE COMPENSATING - 0.6 GHI # 12 JOINES O.C. SMITTES SPACING - 1.6 HIGHEST DEBING DOWNS PACING - 17MM GROWN OF LOOD DOWN STACKS - 1.0 MINEST DEBING SOW SPACING - 1.7 MM GROWN OF DOWN DOWN STACKS SEREY 10'-0.C INSTALL DIRECT HIS BING SOW STACKS OF SOM COMPENS SOON STITUGES MODEL NO. MINCHES TEE, MODELS SERVED AND STACKS OF SOM COMPENS SOON STITUGES MODEL NO. MINCHES TEE, MODELS SERVED AND STACKS OF SOM COMPENS SOON STITUGES MODEL NO. MINCHES TEE, MODELS SERVED AND STACKS SERVED AND STACKS OF SOM COMPENS SOON STITUGES MODEL NO. MINCHES TEE, MODELS SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM COMPENS SOON STACKS MODELS NO. SERVED AND STACKS OF SOM STACKS AND STACKS OF SOM STACKS AND STACKS OF SOM STA

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TREE PLANTING PLAN



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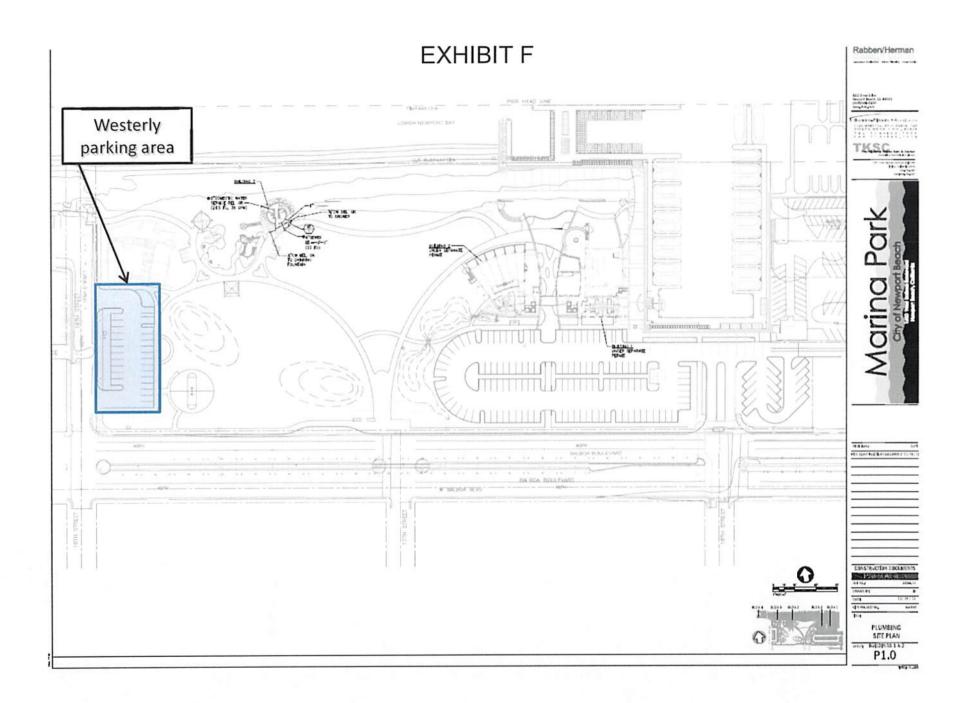


Exhibit G

Marina Park Girl Scouts Leadership Center Parking Management Plan

1. A Visitor's Guide shall be prepared by the Girl Scouts of Orange County prior to occupancy of the Girl Scouts Leadership Center located at Marina Park as it relates to adult leadership training and VIP/donor meetings.

The Visitor's Guide will highlight the need for minimizing parking demand, explain the parking management techniques utilized on the site, and emphasize the need and benefit of maximizing the use of carpooling. The guide shall emphasize that visitors are to park in the westerly parking area adjacent to 18th Street so as to maintain the availability of the Marina Park Community and Sailing Center's main parking area for the public (see Exhibit F). Parking management techniques to be used by the Girl Scouts of Orange County shall include, but are not limited to:

- Provision to program participants the Visitor's Guide which shall include information on how and why to carpool and tying carpooling to social responsibility and the Girl Scouts culture "as Girl Scouts, we care about the environment."
- Provision to the City of Newport Beach Recreation and Senior Services Director the anticipated schedules for adult leadership training and VIP/donor meetings at the Girl Scouts Leadership Center every ninety days, provided that deletions, alterations, changes and/or additions may be made to the schedule by the Girl Scouts upon provision of a written notice to the City of Newport Beach.
- When there are two or more adult leadership training and VIP/donor meetings and/or other Girl Scouts program activities scheduled for one day, the start and completion times shall be staggered by a minimum of 30 minutes, provided that volunteer trainers and staff can remain in the building to set-up for the next staggered meeting.
- Connection of adult volunteers to others in the same or surrounding zip codes, with encouragement for volunteers to share email addresses of others in a same scheduled meeting or training, to facilitate carpooling between participants.
- Creation of a Girl Scout Marina Park rideshare message board located inside the building.
- Provision of incentives for carpooling such as volunteer award/recognition; entry into a carpool drawing for a small gift; and/or preferential registration for carpoolers.

The Visitor's Guide should particularly stress the importance of adherence to this Parking Management Plan during the months of June through September. This Guide shall be posted prominently in the facility and should be made available to all users of the site.

- 2. In recognition of the demand for 13 parking spaces assumed for the Girl Scout Leadership Center, adult leadership training and VIP/donor meetings (which are not otherwise considered by the City's Municipal Code as "Special Events" or otherwise regulated by the Newport Beach Municipal Code) shall be limited as follows:
 - a. Between the Labor Day and Memorial Day holiday weekends: No more than 39 adults in attendance, including adult leaders, volunteers, trainers, and/or staff.
 - b. Between the Memorial Day and Labor Day holiday weekends, excluding July 1 through July 8: No more than 30 adults in attendance, including adult leaders, volunteers, trainers, and/or staff.
 - c. Memorial Day and Labor Day holiday weekends, and July 1 through July 8: Review and approval by the Recreation and Senior Services Director is required. The Recreation and Senior Services Director's approval shall be based on the consideration of parking demand and availability, and any other factor deemed appropriate by the City. In no event shall the approval allow for more than 30 adults in attendance, including adult leaders, volunteers, trainers, and/or staff.
 - d. The attendance limits established above may be modified pursuant to item 3 below.
- 3. At any time during the Lease term, the Girl Scouts of Orange County may apply to the City of Newport Beach for an amendment to any Parking Management Plan approved pursuant to Newport Beach Municipal Code Section 20.40.110 (Adjustments for off-street parking requirements), as amended from time to time to accommodate parking demand at the Girl Scouts Leadership Center.
- 4. In addition to the items discussed in #1 above and for all events, the announcements and publicity issued by the Girl Scouts of Orange County for such events shall additionally emphasize the need to carpool and maximize ride sharing. Any related written announcements shall include a means of directing the users to the Visitor's Guide.
- 5. Any large event regulated by the Newport Beach Municipal Code Article 11 (as amended from time to time) as a Special Event, which shall include by this lease term events with attendance greater than has been approved in writing by the City, shall require an application and approval of a Special Events Permit or a Bundled Event Permit prior to the event(s) by the Recreation and Senior Services Director. The Girl Scouts of Orange County shall demonstrate that any requested scheduling of large events from the Memorial Day through Labor Day holiday weekends will not pose a negative impact on the Marina Park site, and any requested scheduling of a Special Event during that time frame may be referred by the Recreation and Senior Services Director to the City Manager for review and action.

EXHIBIT H

NEWPORT BEACH GIRL SCOUTS PROGRAM FACILITY DESCRIPTION

The project serves to replace and enhance the currently operational Girl Scouts House on the Marina Park site at a new site location within the Marina Park project by providing a more efficient and multi-purpose environment accommodating the growing interest of the Girl Scouts of Orange County's popular destination in Newport Beach.

The project proposes an approximately 4,250 square-foot single story building designed to visually and functionally anchor the north-west end of the City of Newport Beach's Marina Park project adjacent to 18th street and a City proposed tot lot. The interior of the building is characterized with a central entry functioning as a central gallery focusing on the view to the Marina and beyond while separating two proposed main meeting rooms. A small catering kitchen, restrooms/showers, miscellaneous storage and an A/V closet are also proposed.

An approximately 2,000 square-foot outdoor patio area is proposed on the bay side of the project site to buffer the facility from the accessible walkway bordering the adjacent park, and to provide an enclosed gathering I play area with outdoor seating and a gas powered barbeque pit. An adjacent parking lot with 26 spaces which is being constructed by the City of Newport Beach will provide non-exclusive parking for the facility as well for the general public.

The use of the new Girl Scouts Leadership Center will be similar to that of the existing facility. During the school year (mid-September through early June) the facility will be used Monday through Thursday for Girl Scouts troop meetings, other youth group meetings, and overnight stays. These meetings will accommodate an estimated 50 attendees with an approximate 1:5 ratio of leaders and parents to girls. Functions will occur indoors and out in the patio during these times. In addition, the facility will be utilized for overnight stays and program activities Friday afternoon through Sunday afternoon. The groups will bring in food and prepare some meals in the kitchen for their stay, complementing their use of surrounding offsite public facilities. The facility will also be used during the summer season (mid-June through early September), 7 days per week for troop and group stays spanning 3 to 5 days. While at the site, Girl Scouts and other youth groups can be expected to participate in experiential learning activities that emphasize the environment, conservation and sustainability along with programs such as canoeing, kayaking, crafts, marshmallow roasts and other activities consistent with the scouting program.

The facility will also be used consistent with the Girl Scouts' mission for other activities incidental and related thereto, including opportunities to showcase the Girl Scouts and the Girl Scouts Leadership Center to donors, VIP's and other members of the community at times when the facility is not being used for girl programming. In addition, and integral to the Girl Scouts' mission are the adults that provide program delivery to the girls. It is envisioned that the facility will also be used for adult leadership training. Attendance for these incidental uses may not exceed that permitted pursuant to all regulatory approvals for the facility and must be consistent with the Parking Management Plan included as Exhibit G to the Lease.

All functions will occur indoors and out on the patio.

There will be no permanent employees operating out of the site on a regular schedule, other than Girl Scouts staff and volunteers responsible for preparation and delivery of the experiential learning and other program activities as well as a maintenance team that will clean and maintain the facility.

girl scouts leadership center





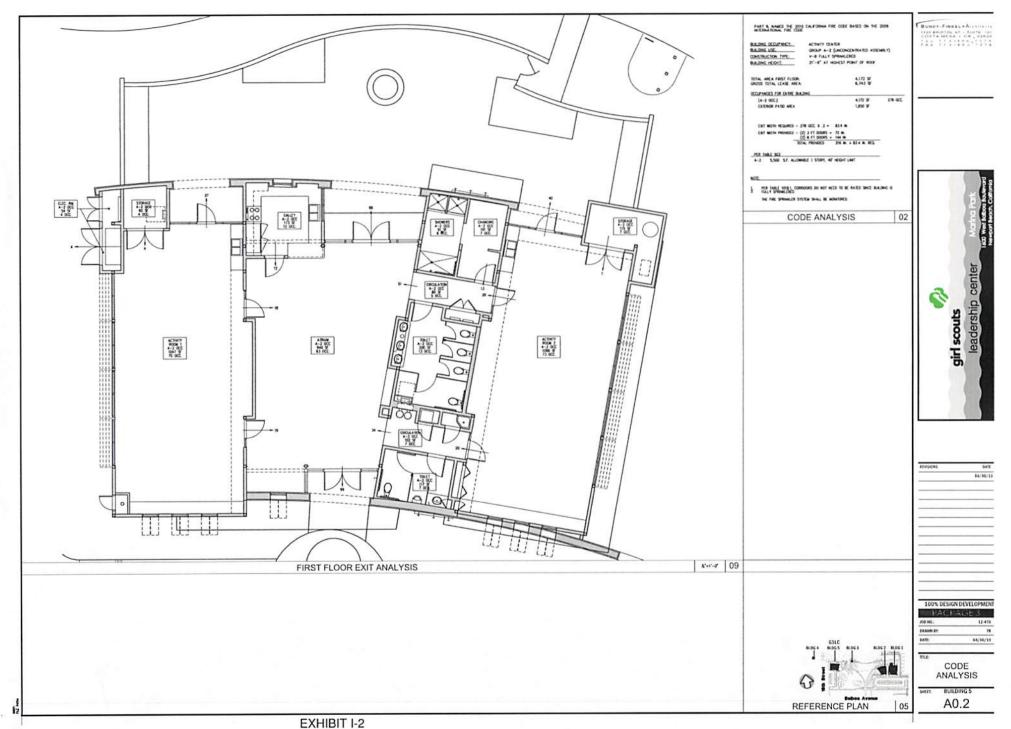
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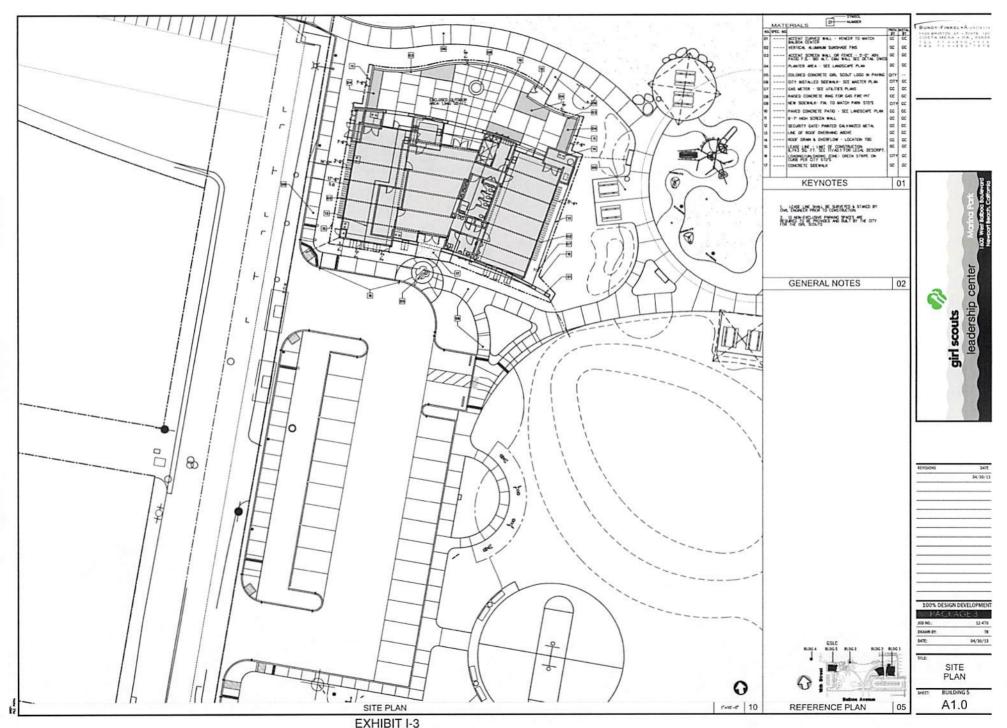


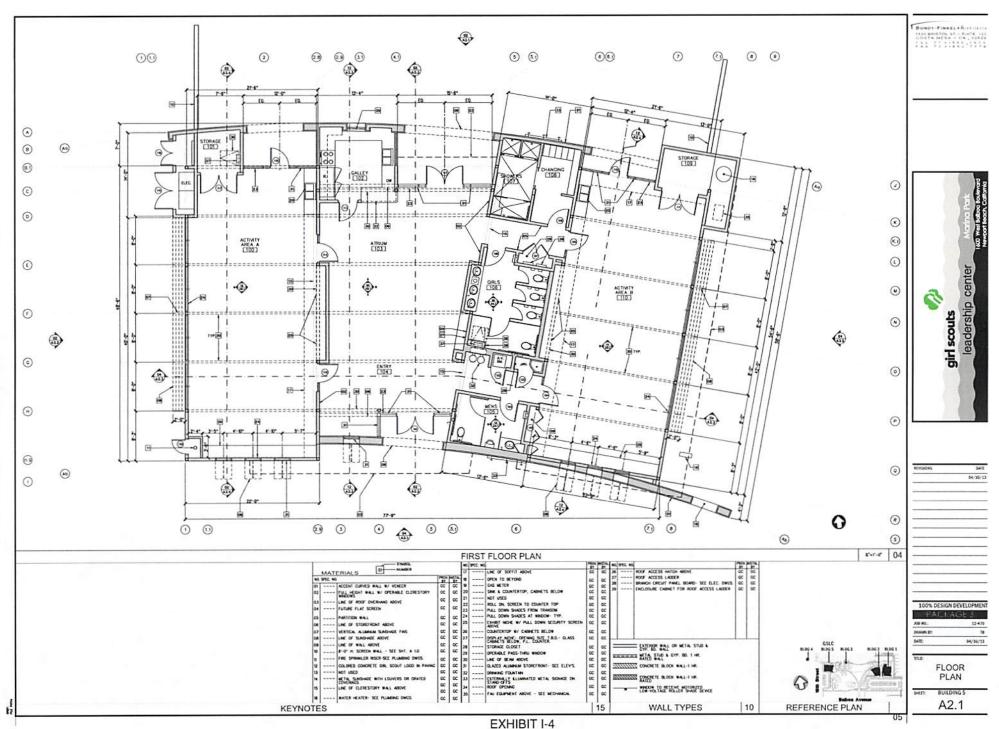


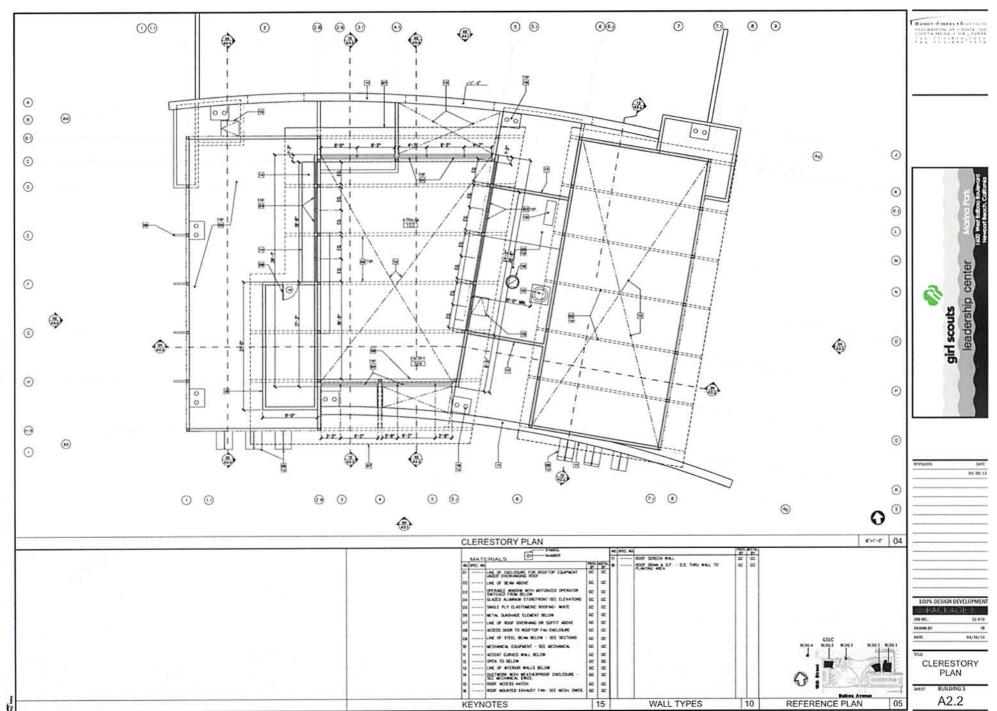
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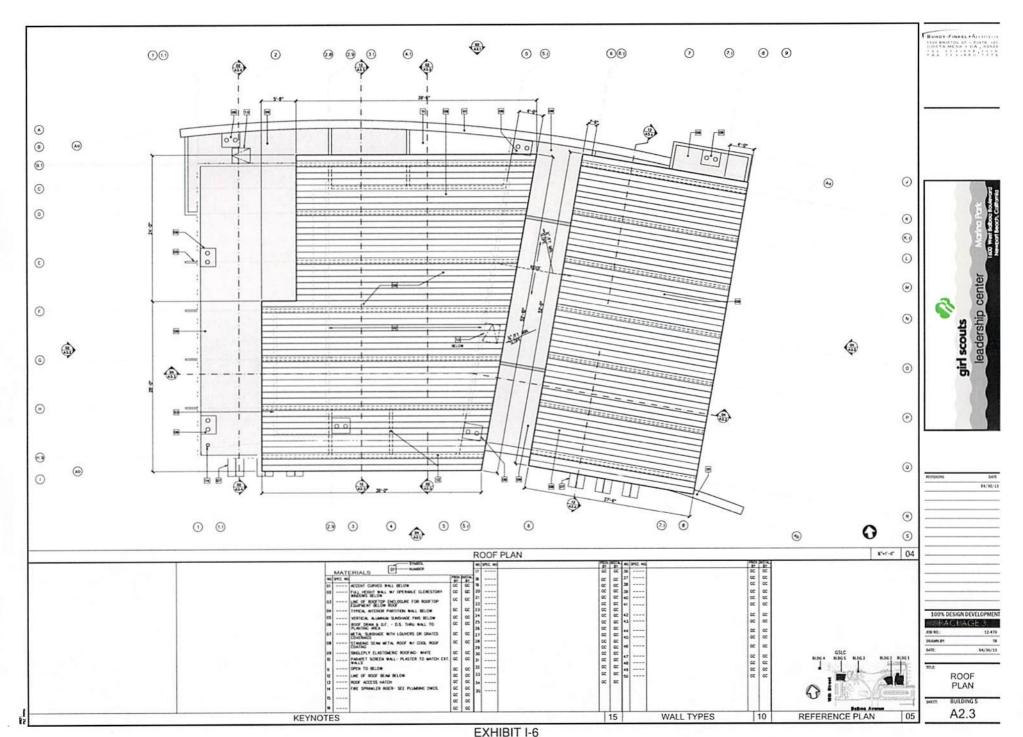
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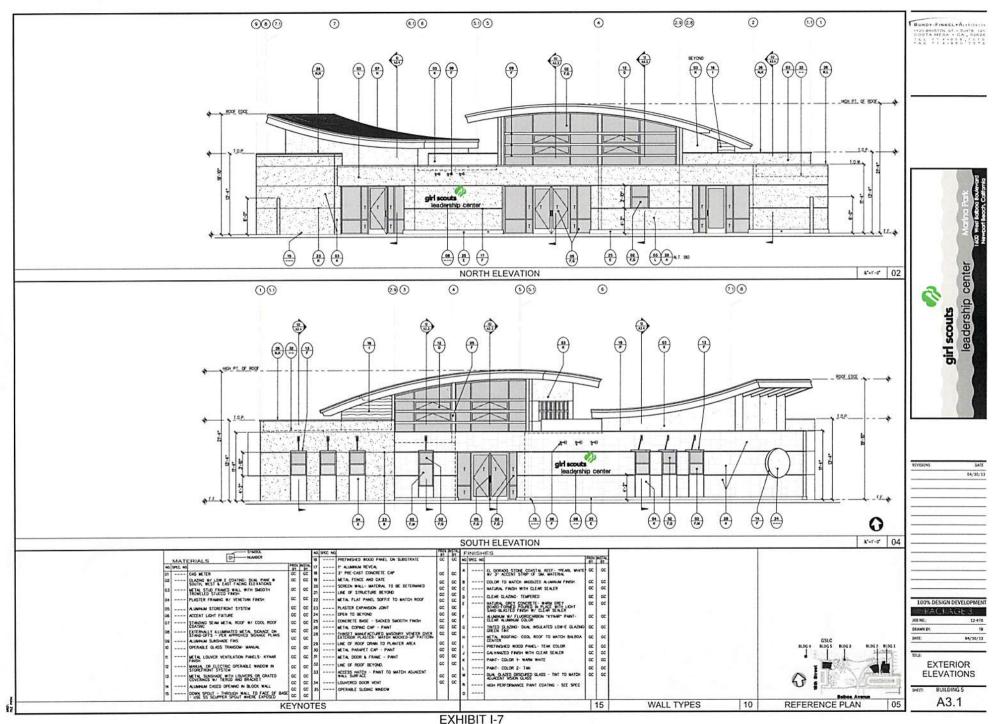


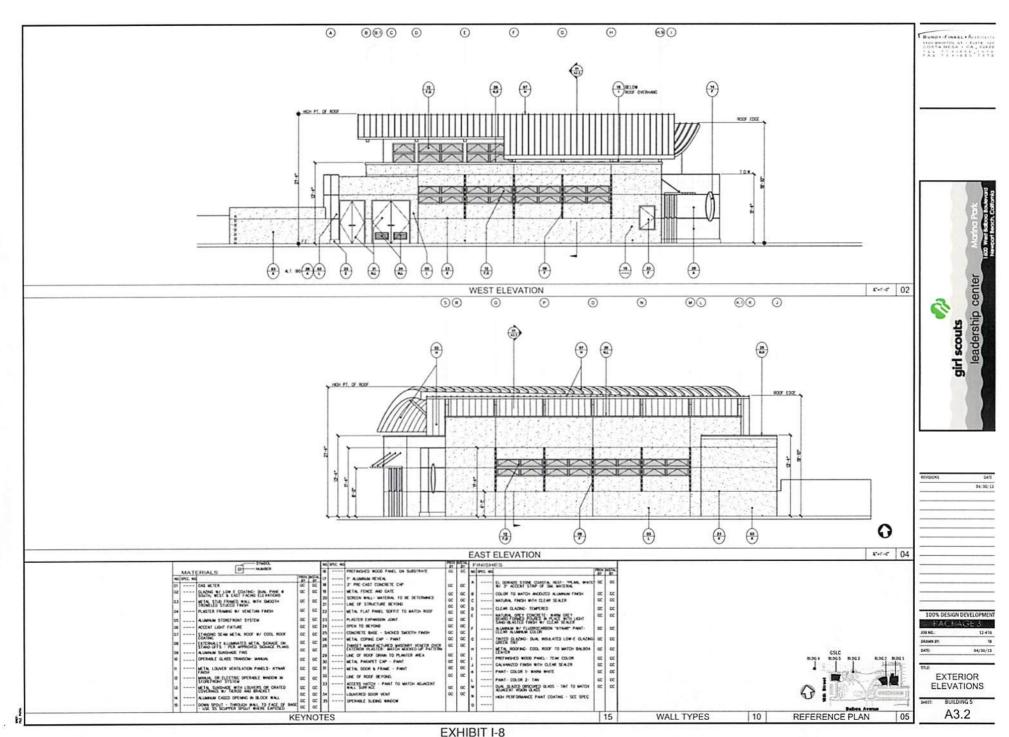












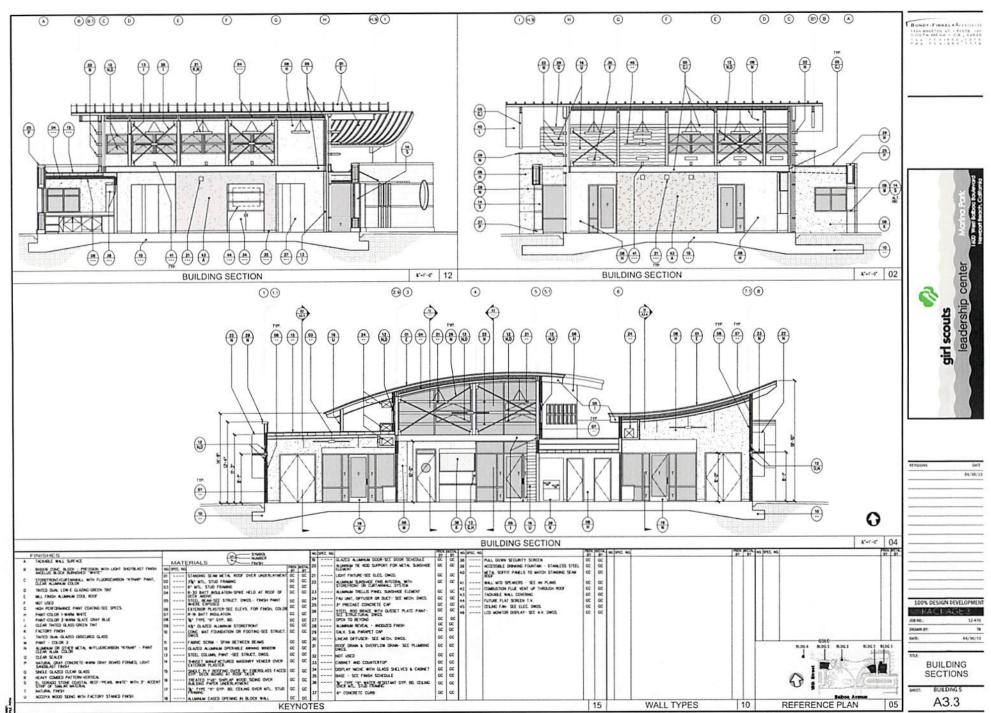


EXHIBIT J

INSURANCE REQUIREMENTS FOR LESSEES

Lessee shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. <u>Workers' Compensation</u> insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (for lessees with employees).
- 3. <u>Property insurance</u> Against Causes of Loss Special Form for loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Notwithstanding this provision, earthquake and flood insurance are not required by this provision.

Other Insurance Provisions:

Unless waived by the City's Risk Management Division, the policies are to contain, or be endorsed to contain, the following provisions:

- 1. For General Liability, the Entity, its officers, officials, employees, and volunteers are to be **covered as insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.
- 2. The Lessee's insurance coverage shall be **primary insurance** as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- 3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all **rights of subrogation** against the Entity
- 4. Each insurance policy shall be endorsed to state that coverage shall not be

Attachment No. ZA 4

Use Permit Project Description & Justification



Architecture Planning Interiors

June 14, 2013

Community Development Department Planning Division

Re: Girl Scouts Leadership Center - Marina Park Project

GIRL SCOUT LEADERSHIP CENTER - USE PERMIT PROJECT DESCRIPTION AND JUSTIFICATION

The Girl Scout's Council of Orange County (GSOC's) Girl Scout House is a fixture on the peninsula having provided a favored Scout destination on the City-owned site at 1700 W. Balboa Blvd, for over 60 years, starting in December of 1947. They have been operating with the blessing of the City since then with a land lease. Because of this long-term relationship with the City and the land, and the mutual anticipation of maintaining this use in the new proposed park, the GSOC was included as a member of the Steering committee formed to design the Marina Park project. During the design process, this new facility was intended to be an integrated part of the west side of the Park. Since the early planning stages, the GSOC has anticipated providing an investment of funds and energy to design and build this new facility as one of the new amenities featured in the Marina Park master plan.

This new facility will replace and enhance the current function of the existing Girl Scout House by providing a more efficient and multi-purpose environment that will even better accommodate the historical use of the GSOC's popular destination.

The proposed project replaces the original Girl Scout house, (estimated to be about 4,800 s.f.) by relocating the use into a new 4,250 s.f. single story building designed to visually and functionally anchor the north-west end of the proposed Marina Park complex at the corner of Bay and 18th streets adjacent to the park's proposed tot lot to the east. The building sits within an area defined by a lease line that encloses 7,156 s.f. and serves as the limit for construction for the building.

To the north a 1,950 s.f. outdoor patio area borders the beach with a 5 foot high curvilinear fence and 6 foot high wall structure, designed to buffer the facility from the accessible walkway bordering the beach, and provide an enclosed gathering / play with outdoor seating and a gas powered BBQ ring. To the south there will be a City constructed parking lot with 26 spaces which will include 13 spaces for non-exclusive use by the facility as well as for the general public. A loading zone will be provided at the curb by the City near the entry which will provide a non-exclusive loading / drop-off for up to 2 vehicles. To the west, the City will be providing a widened 18th street which will have a new sidewalk at the street level and a sloped landscape bank that provides a transition to the new finish floor of the Girl Scout Leadership Center, raised along with the entire park, to comply with mandated flood protection regulations. To the east will be the proposed Marina Park with a tot lot and picnic facilities in close proximity.

The building features two curving metal roofs that reach heights of 21 foot -6 inch and 20 feet. The tallest tops a central double-volume entry functioning as a central gallery / meeting area that focuses the entrant's view to the Marina and beyond while separating the two main meeting

Girl Scout Leadership Center - Minor Use Permit Application June 14, 2013 Page 2

rooms. A small catering kitchen, restrooms/showers, misc. storage and an AV closet are also proposed.

The use of the new Girl Scouts Leadership Center will be similar to that of the existing facility. During the school year (mid-September through early June) the facility will be used Monday through Thursday for Girl Scouts troop meetings, other youth group meetings, and overnight stays. These meetings will accommodate an estimated 50 attendees with an approximate 1:5 ratio of leaders and parents to girls. Functions will occur indoors and out in the patio during these times. In addition, the facility will be utilized for overnight stays and program activities Friday afternoon through Sunday afternoon. The groups will bring in food and prepare some meals in the kitchen for their stay, complementing their use of surrounding offsite public facilities. The facility will also be used during the summer season (mid-June through early September), 7 days per week for troop and group stays spanning 3 to 5 days. While at the site, Girl Scouts and other youth groups can be expected to participate in experiential learning activities that emphasize the environment, conservation and sustainability along with programs such as canoeing, kayaking, crafts, marshmallow roasts and other activities consistent with the scouting program. See attached Exhibit A for a usage matrix outlining the anticipated scheduled hours of operation and use of the facility.

The facility will also be used consistent with the Girl Scout's mission for other activities incidental and related thereto, including opportunities to showcase the Girl Scouts and the Girl Scouts Leadership Center to donors, VIP's and other members of the community at times when the facility is not being used for girl programming. In addition, integral to the Girl Scouts are the adults that provide program delivery to the girls. It is envisioned that the facility will also be used for adult leadership training. Attendance for these incidental uses may not exceed that permitted pursuant to all regulatory approvals for the facility and must be consistent with the Parking Management Plan prepared in consultation with the City and to be included herein as Exhibit B to this application (and be included as Exhibit G to the Lease between the City and GSOC). See Exhibit C to this application for a Program Description of the facility to be also included in the Lease as Exhibit H.

All functions at the facility will occur indoors and out on the patio. As noted above, GSOC intends to offer a limited Girl Scout boating program at this location. The program would take place on the beach and bay in front of the facility where girls would participate in Girl Scout programming through small craft experiences. The Boating Program components would be consistent with the Girl Scout Leadership Experience and standard boating and safety regulations would apply. The maximum number of participants and hours of operation would not exceed and will be consistent with the Program Description described above included in the Lease. Limited boating equipment (ie small kayaks and/or canoes and paddles) would either be stored on racks or wall mounted in the outside patio. Racks will be secure and aesthetically appropriate; they will not extend above the length of the 6 foot high wall patio enclosures on the east and west sides of the outdoor patio area.

There will be no permanent employees operating out of the site on a regular schedule, other than Girl Scouts staff and volunteers responsible for preparation and delivery of the experiential learning and other program activities as well as a maintenance team that will clean and maintain the facility.

This building has been designed to aesthetically complement the other Marina Park project structures with the curvilinear shapes of the roof, fence and accent entry wall, and uses many of the same materials with similar textures and colors. The structure functions as an appropriately scaled physical "bookend" at the west end of the large open space forming an edge to the park. The heights are consistent, and in fact a bit lower, than many of the 2-3 storied residential structures across 18th and Balboa Blvd, providing a harmonious fit to the neighborhood. The main entry at the south end fronts the southern parking lot and with this orientation has suitable physical access and parking for public and emergency vehicles within the driveway to service the building. A new City provided fire hydrant near the driveway entry off of 18th street near the loading zone provides easily accessible fire service to the park and this structure. The loading zone along the curb is intended to provide a convenient spot for parents to drop off and pick up their girls helping to minimize onsite congestion.

Clerestory windows on the west and east sides of the building allowing light into the two meeting rooms as well as the main atrium space have operable shades that helps to reduce light and acoustic encroachment to the surrounding neighborhood. This facility is planned as a naturally ventilated building, uses some recycled materials, has low flush toilets, energy efficient lighting controls and is wrapped in low-e dual insulated glass protected with horizontal and vertical sun shade devices and utilizes large roof overhangs for energy conservation and emphasize the GSOC's commitment to sustainability. This project is an example of how the GSOC has joined the City in its environmentally sensitive effort to secure a Silver LEED certification for this building and the park along with its other structures.

In review of Section 20.52.020 of the Newport Beach Municipal Code, in addition to the project description above additional information is provided below intended to support the following required findings:

- 1. The use is consistent with the General Plan and any applicable Specific Plan;
- 2. The use is allowed within the applicable zoning district and complies with all other applicable provisions of the Zoning Code and the Municipal Code.
- 3. The design, location, size and operating characteristics of the use are compatible with the allowed uses in the vicinity.
- 4. The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and vehicle (e.g. fire and medical) access and public services and utilities.
- 5. Operation and use at the location proposed would not be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

All additional application information such as Lot Area, Lot Width, Lot Depth, Setbacks, Gross Floor Area (sq.ft.), Floor Area Ratio, Building/Lot Coverage, Building Height, Landscaping, Paving areas are shown on the submitted Plans.

Newport Beach Usage Information

Exhibit A

Uses	Expected Occupancy or No. of Participants	When and How Often	Type of Event	Additional Information	Source and Comments
Girl Program					
Partial Day	See 40 girls:10 Adults + 10 Adult	Oct May Weekdays with a time frame of approx. 3 pm-9pm	After school event	10 responsible supervising adults and potential for staggered observing adults/parents coming to pick their child up or drop up. Drop off and carpooling is the norm with the parking ratio equating to responsible adults and the number of seats in car.	Information based on current experience at the Newport Beach program facility and other similar program facilities operated by the Girl Scouts including Yorba Linda, Anaheim, Seal Beach and Laguna Beach.
 Overnight 	40 girls/10 Adults	Oct-May Weekends approx beginning at 4pm; June-Sept. Weekdays all day; June-Sept. Weekends approx beginning at 4pm		Same as above as other girl program	Same as above/other girl program
Donor/VIP's/					
	5-25 adult gathering	Small groups Approximately 8 times a year. Day or evening but largely evening between the hours of 7-9 pm	Adult gathering	If there is a set program, we anticipate on any event 33% carpooling; otherwise, approximately 20% carpooling can be expected.	Based on individual visual observations at similar small group events
	25-39 adults	2 times a year. Sundays 3pm-5pm or evenings staggered 4-6:30 Pm and 6;30-9 or	Adult gathering	If there is a set program, we anticipate 33% carpooling; otherwise, approximately 20% carpooling can be expected. Events would be staggered so to ensure that no more than 39	Based on individual observations at similar medium group events.

		Saturdays 8-11am.		adults (1 parking space per 3 seats)	
Adult Leadership Training					
	Up to 39 adults per training (see comments regarding staggering); adults will not be at the location at one one time)	12-24 times a year. Weeknight evenings with groups each not exceeding 39 adults staggered from approx 4-6:30 pm and 7-9 pm.	Adult leadership training-set start and end time and structured agenda	Where there is a structured training agenda, we estimate 33% carpooling; otherwise approx. 20% carpooling. 13-39 (adults to be staggered in time frames to ensure no impact on parking.	Based on individual observations of current adult leadership training events at other program centers. Carpooling is encouraged from the training department and will be monitored by Parking Management Plan.
Open House	Up to 180 mixed adults and girls by Special Permit only	1-2 times a year. Saturday 10am-2pm	Open House	Staggered arrivals would mean that at peak there could be 50-80 people present. It would be expected for an open house that there would be 2-3 people in each car. This would mean that at the peak time only approximately demand for 26-40 parking spaces.	It has been agreed that this event will be a special permit event that will be processed thru City procedures

Exhibit G

Marina Park Girl Scouts Leadership Center Parking Management Plan

A Visitor's Guide shall be prepared by the Girl Scouts of Orange County prior to occupancy
of the Girl Scouts Leadership Center located at Marina Park as it relates to adult leadership
training and VIP/donor meetings.

The Visitor's Guide will highlight the need for minimizing parking demand, explain the parking management techniques utilized on the site, and emphasize the need and benefit of maximizing the use of carpooling. The guide shall emphasize that visitors are to park in the westerly parking area adjacent to 18th Street so as to maintain the availability of the Marina Park Community and Sailing Center's main parking area for the public (see Exhibit F). Parking management techniques to be used by the Girl Scouts of Orange County shall include, but are not limited to:

- Provision to program participants the Visitor's Guide which shall include information on how and why to carpool and tying carpooling to social responsibility and the Girl Scouts culture "as Girl Scouts, we care about the environment."
- Provision to the City of Newport Beach Recreation and Senior Services Director the
 anticipated schedules for adult leadership training and VIP/donor meetings at the Girl
 Scouts Leadership Center every ninety days, provided that deletions, alterations,
 changes and/or additions may be made to the schedule by the Girl Scouts upon
 provision of a written notice to the City of Newport Beach.
- When there are two or more adult leadership training and VIP/donor meetings and/or other Girl Scouts program activities scheduled for one day, the start and completion times shall be staggered by a minimum of 30 minutes, provided that volunteer trainers and staff can remain in the building to set-up for the next staggered meeting.
- Connection of adult volunteers to others in the same or surrounding zip codes, with encouragement for volunteers to share email addresses of others in a same scheduled meeting or training, to facilitate carpooling between participants.
- Creation of a Girl Scout Marina Park rideshare message board located inside the building.
- Provision of incentives for carpooling such as volunteer award/recognition; entry into a carpool drawing for a small gift; and/or preferential registration for carpoolers.

The Visitor's Guide should particularly stress the importance of adherence to this Parking Management Plan during the months of June through September. This Guide shall be posted prominently in the facility and should be made available to all users of the site.

- 2. In recognition of the demand for 13 parking spaces assumed for the Girl Scout Leadership Center, adult leadership training and VIP/donor meetings (which are not otherwise considered by the City's Municipal Code as "Special Events" or otherwise regulated by the Newport Beach Municipal Code) shall be limited as follows:
 - a. Between the Labor Day and Memorial Day holiday weekends: No more than 39 adults in attendance, including adult leaders, volunteers, trainers, and/or staff.

- b. Between the Memorial Day and Labor Day holiday weekends, excluding July 1 through July 8: No more than 30 adults in attendance, including adult leaders, volunteers, trainers, and/or staff.
- c. Memorial Day and Labor Day holiday weekends, and July 1 through July 8: Review and approval by the Recreation and Senior Services Director is required. The Recreation and Senior Services Director's approval shall be based on the consideration of parking demand and availability, and any other factor deemed appropriate by the City. In no event shall the approval allow for more than 30 adults in attendance, including adult leaders, volunteers, trainers, and/or staff.
- d. The attendance limits established above may be modified pursuant to item 3 below.
- 3. At any time during the Lease term, the Girl Scouts of Orange County may apply to the City of Newport Beach for consideration of off-site parking and/or an adjustment to off-street parking requirements pursuant to Newport Beach Municipal Code Sections 20.40.100 (Off-Site Parking) and 20.40.110 (Adjustments for off-street parking requirements), as amended from time to time to accommodate parking demand at the Girl Scouts Leadership Center.
- 4. In addition to the items discussed in #1 above and for all events, the announcements and publicity issued by the Girl Scouts of Orange County for such events shall additionally emphasize the need to carpool and maximize ride sharing. Any related written announcements shall include a means of directing the users to the Visitor's Guide.
- 5. Any large event regulated by the Newport Beach Municipal Code Article 11 (as amended from time to time) as a Special Event, which shall include by this lease term events with attendance greater than has been approved in writing by the City, shall require an application and approval of a Special Events Permit or a Bundled Event Permit prior to the event(s) by the Recreation and Senior Services Director. The Girl Scouts of Orange County shall demonstrate that any requested scheduling of large events from the Memorial Day through Labor Day holiday weekends will not pose a negative impact on the Marina Park site, and any requested scheduling of a Special Event during that time frame may be referred by the Recreation and Senior Services Director to the City Manager for review and action.

EXHIBIT H

NEWPORT BEACH GIRL SCOUTS PROGRAM FACILITY DESCRIPTION

The project serves to replace and enhance the currently operational Girl Scouts House on the Marina Park site at a new site location within the Marina Park project by providing a more efficient and multi-purpose environment accommodating the growing interest of the Girl Scouts of Orange County's popular destination in Newport Beach.

The project proposes an approximately 4,250 square-foot single story building designed to visually and functionally anchor the north-west end of the City of Newport Beach's Marina Park project adjacent to 18th street and a City proposed tot lot. The interior of the building is characterized with a central entry functioning as a central gallery focusing on the view to the Marina and beyond while separating two proposed main meeting rooms. A small catering kitchen, restrooms/showers, miscellaneous storage and an A/V closet are also proposed.

An approximately 2,000 square-foot outdoor patio area is proposed on the bay side of the project site to buffer the facility from the accessible walkway bordering the adjacent park, and to provide an enclosed gathering / play area with outdoor seating and a gas powered barbeque pit. An adjacent parking lot with 26 spaces which is being constructed by the City of Newport Beach will provide non-exclusive parking for the facility as well for the general public.

The use of the new Girl Scouts Leadership Center will be similar to that of the existing facility. During the school year (mid-September through early June) the facility will be used Monday through Thursday for Girl Scouts troop meetings, other youth group and overnight stays. These meetings will accommodate an meetings. estimated 50 attendees with an approximate 1:5 ratio of leaders and parents to girls. Functions will occur indoors and out in the patio during these times. In addition, the facility will be utilized for overnight stays and program activities Friday afternoon through Sunday afternoon. The groups will bring in food and prepare some meals in the kitchen for their stay, complementing their use of surrounding offsite public facilities. The facility will also be used during the summer season (mid-June through early September), 7 days per week for troop and group stays spanning 3 to 5 days. While at the site, Girl Scouts and other youth groups can be expected to participate in experiential learning activities that emphasize the environment, conservation and sustainability along with programs such as canoeing, kayaking, crafts, marshmallow roasts and other activities consistent with the scouting program.

The facility will also be used consistent with the Girl Scouts mission for other activities incidental and related thereto, including opportunities to showcase the Girl Scouts and the Girl Scouts Leadership Center to donors, VIP's and other members of the community at times when the facility is not being used for girl programming. In addition, integral to the Girl Scouts are the adults that provide program delivery to the girls. It is envisioned that the facility will also be used for adult leadership training. Attendance for these incidental uses may not exceed that permitted pursuant to all regulatory approvals for the facility and must be consistent with the Parking Management Plan included as Exhibit G to the Lease.

All functions will occur indoors and out on the patio.

There will be no permanent employees operating out of the site on a regular schedule, other than Girl Scouts staff and volunteers responsible for preparation and delivery of the experiential learning and other program activities as well as a maintenance team that will clean and maintain the facility.

Attachment No. ZA 5 Plans



girl scouts leadership center

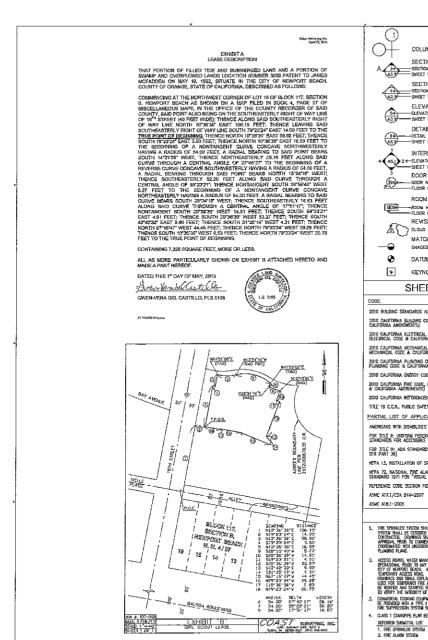
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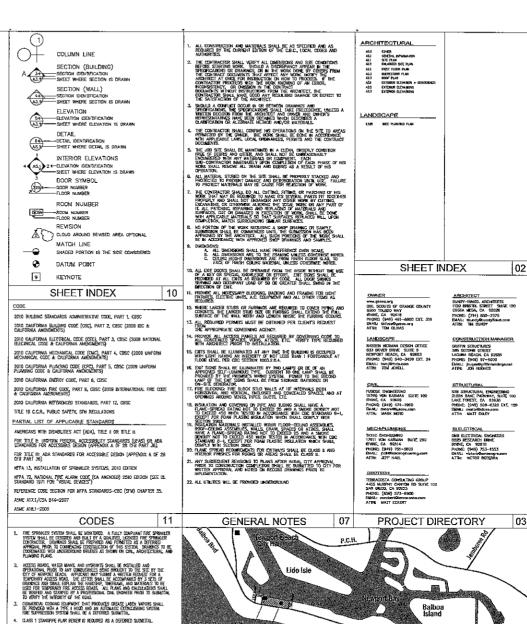


LEGAL DESCRIPTION

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FIRE DEPT. NOTES

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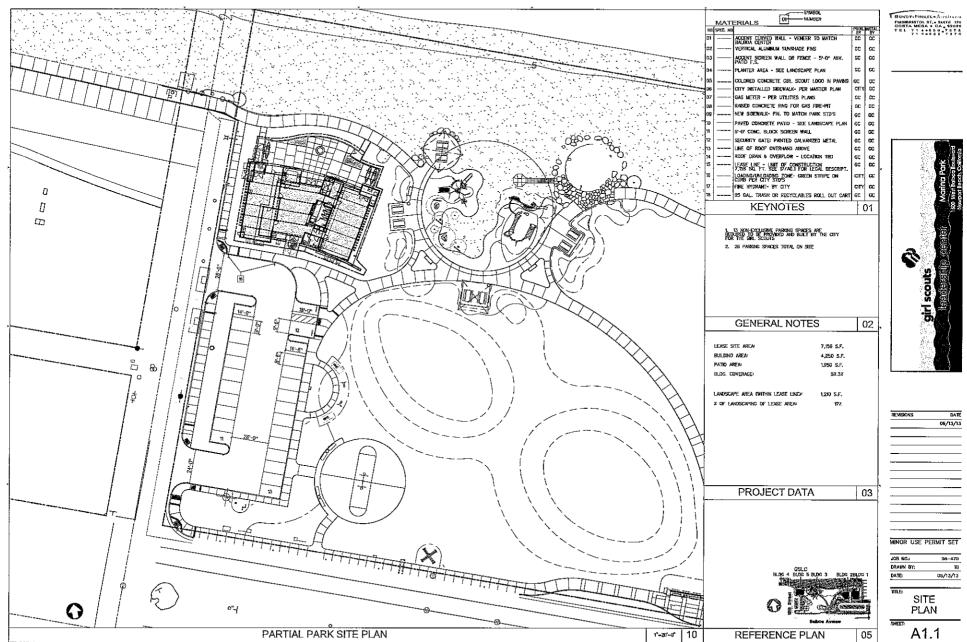
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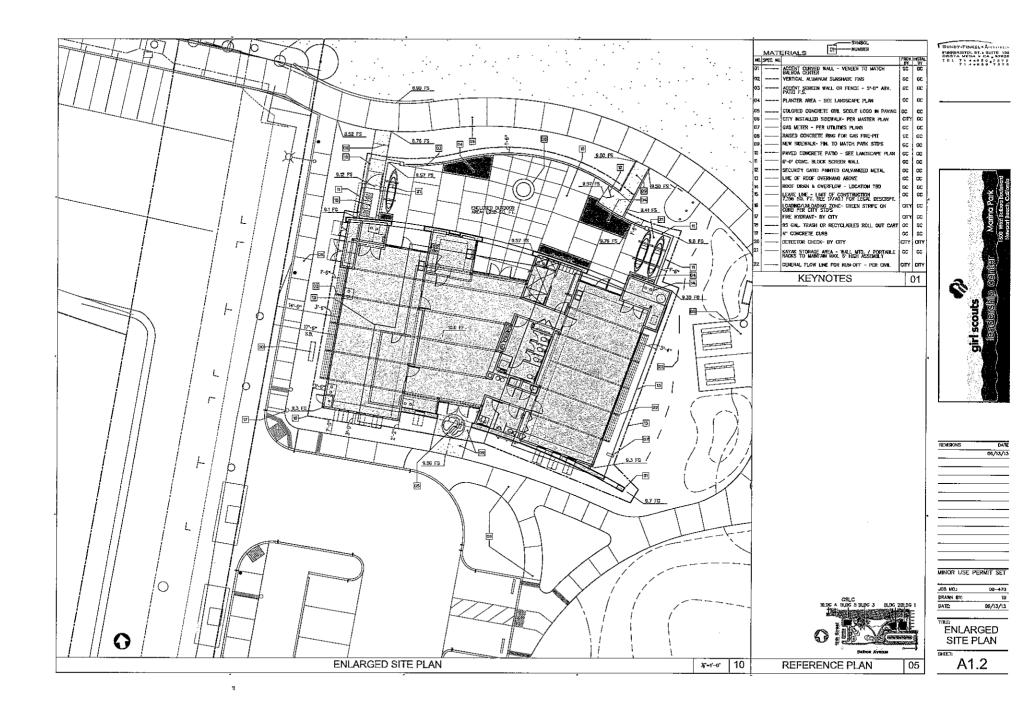
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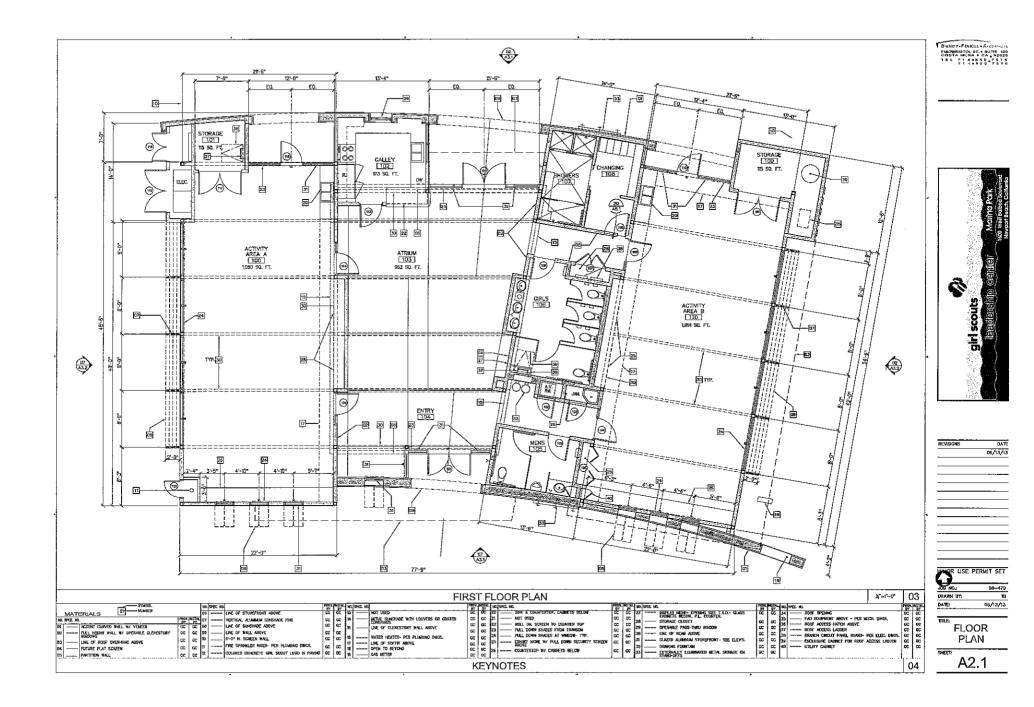
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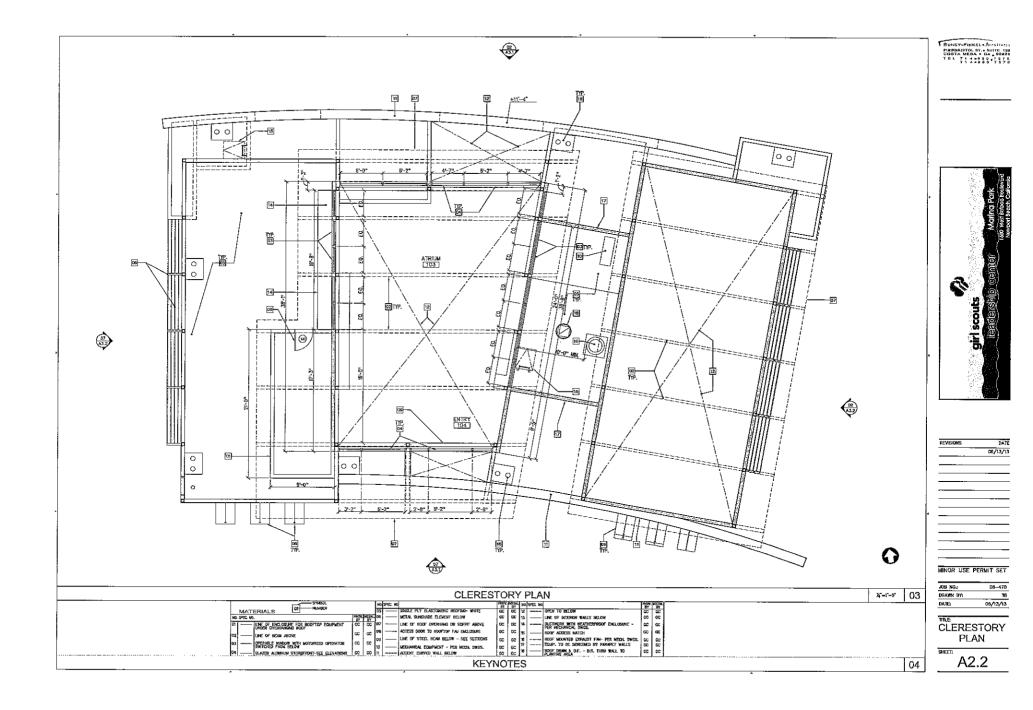
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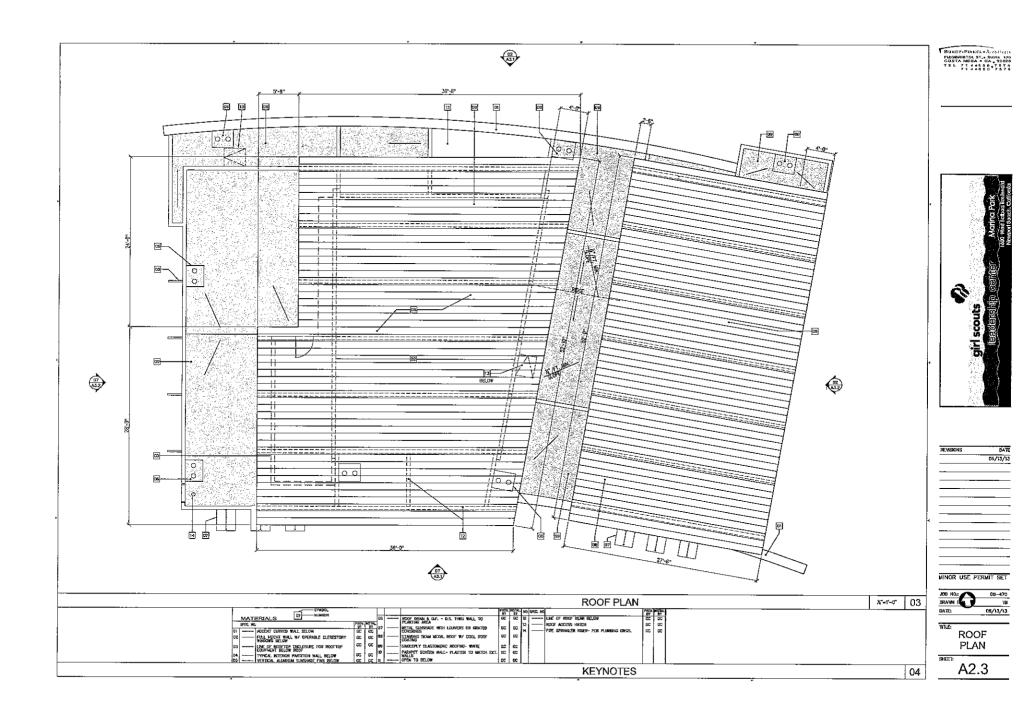
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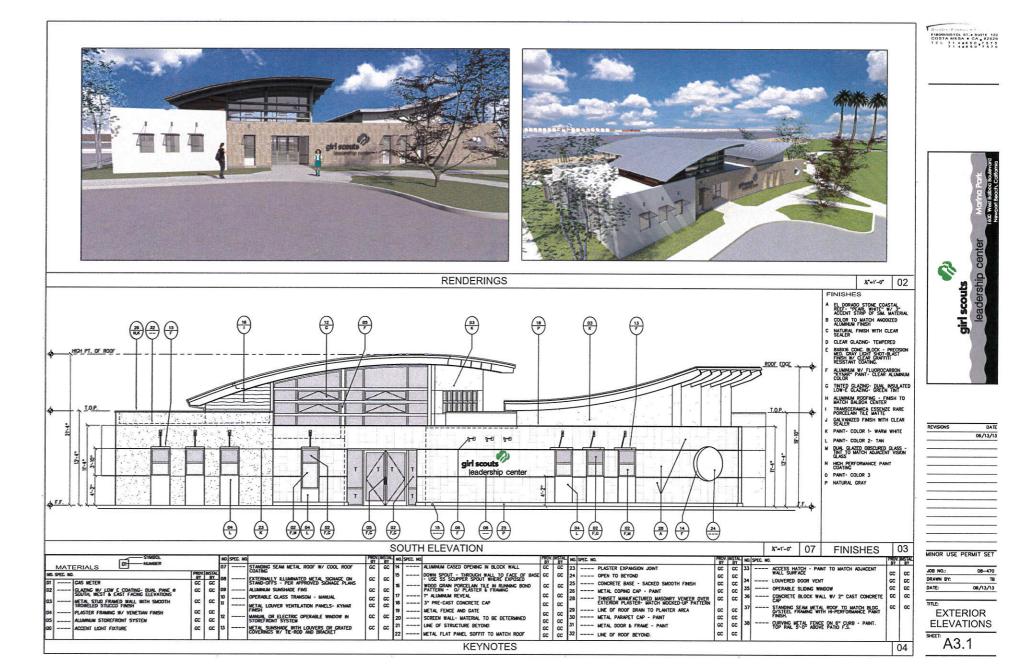


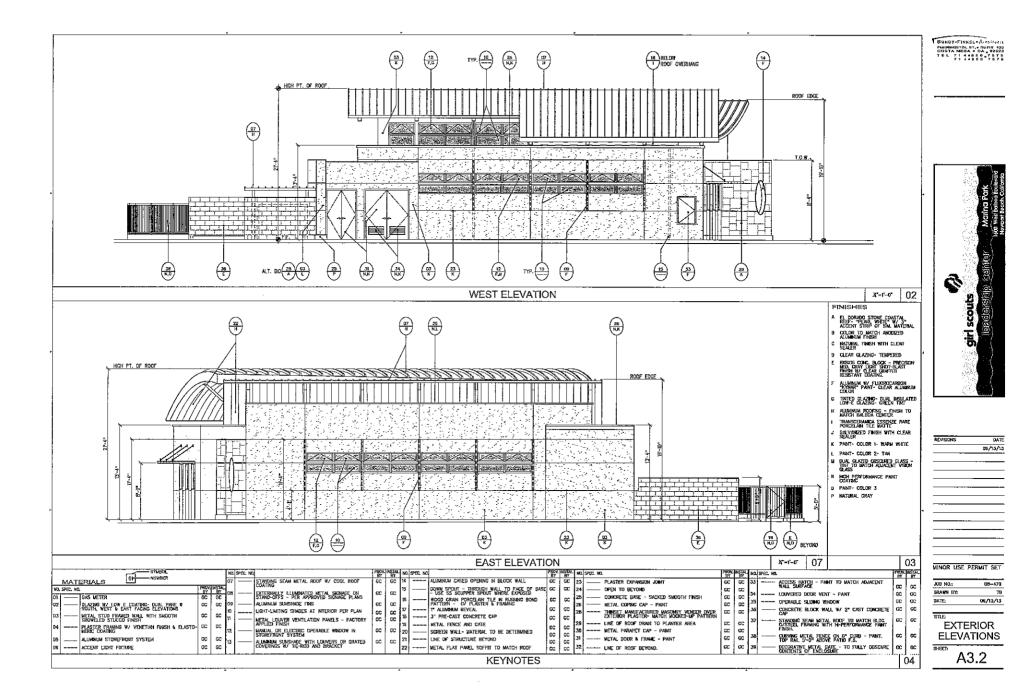


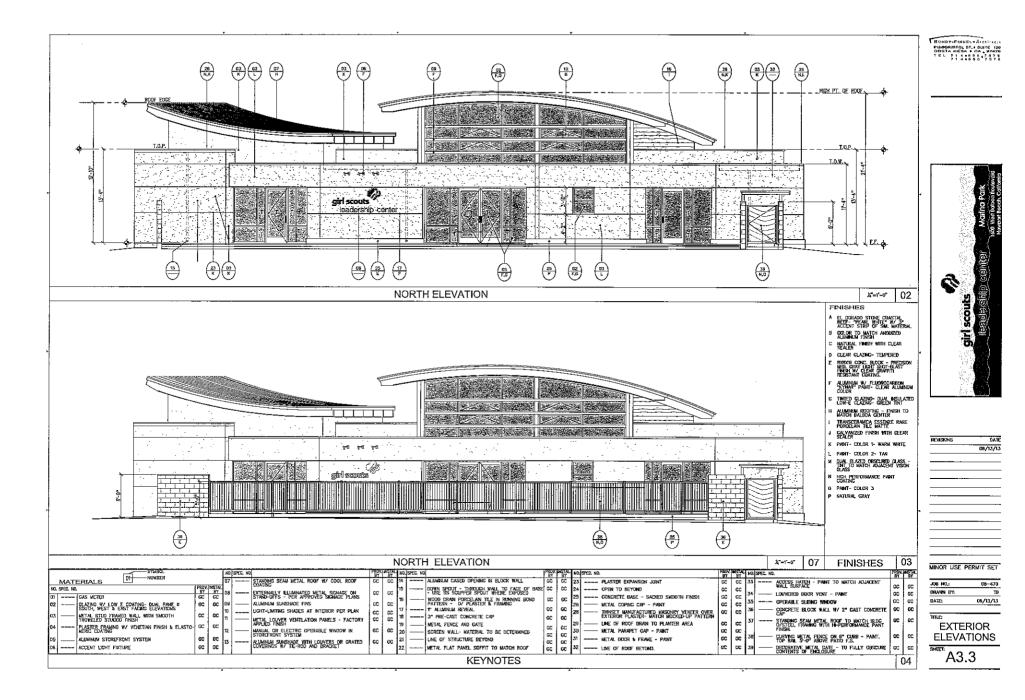












BUNDY-FINKEL Architects 1120 DRISTOL ST. + SUITE 120 COSTA NESA - CA. 32626 TEL 714-550-7573

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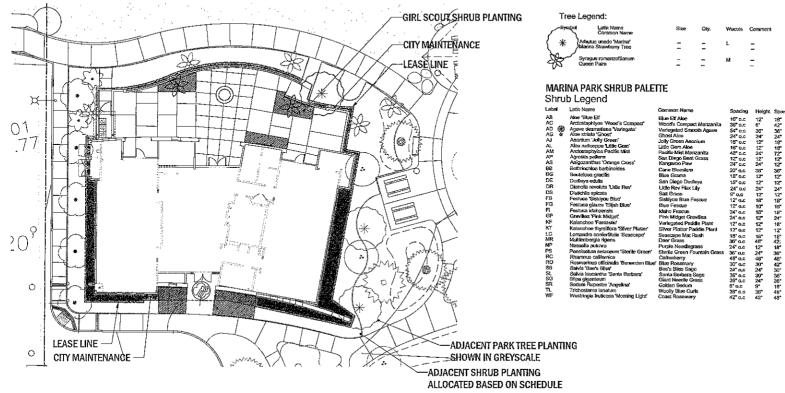
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MINOR USE PERMET SET

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TREE PLANTING PLAN

L3.01



PRELIMINARY IRRIGATION EQUIPMENT SCHEDULE

Ø	RAINDBIRD	ESP-RZX-4 WR-2	4 STATION OUTDOOR CONTROLLER WITH REMOTE WIRELESS RAIN SENSOR.			
0	RAIN BIRD*	33DRC	QUICK COUPLING VALVE-3/4-INCH SIZE - DOUBLE LUG KEY-LOCKING RUBBER COVER MOUNTED IN ROUND BOX-REFER TO DETRIL 6, SHEET L.251,			
•	RAIN BIRD [™]	XCZ-075-PRF	DRIP VALVE STATION: DRIP ELECTRIC CONTROL VALVE ASSEMBLY 1-INCH SIZE-W/ PRESSURE REGULATING BASKET FILTER (200 POLYMESH, /40 PS) SETTING) FOR FLOWS 5 GPM AND GREATER-USE 3/4" SIZE DRIP RECTRIC CONTROL VALVE ASSEMBLY FOR FLOWS UNDER 4 GPM-REFER TO DETAIL 10, SHEET 1.252.			
2 s1	FEBCO	825Y S1."	REDUCED PRESSURE TYPE BACKFLOW PREVENTER ASSEMBLY - 1-NoH SIZE- PROVIDE FACTORY LINE-SIZE "Y" STRAINER - PROVIDE SHOP DRAWING FOR REVIEW AND APPROVAE OF LOCATION PRIOR TO INSTALLATION. REFER TO DETAIL 1, SHEET L.251.			
H	MATCO*	754N	BALL VALVE-BRASS BODY-THREADED - FULL PORT - NICKEL PLATED - LINE SIZE - INSTALL WITHIN ROUND VALVE BOX - REFER TO DETAIL 7, SHEET L.251.			
面	RAIN EIRD	ARV050	AIR RELIEF VIRLYÉ-THRÉADED - 1/2-INNEMBPT-INSTALL WITHIN ROUADD VALLYE BOX - INSTALL UNITS WHERE SHOWN LOCATED AT ENDS OF DRIPLINE SYSTEMS - REFER TO DETAIL 5, SHEET L'252,			
Œ	DRIPLINE FLUSH OUT ASSEMBLY - SCHEDULE 40 PVC FULL PORT BALL VALVE AND PVC FLEX ROSETUSING TUSTALLED WITHIN ROUND VALVE BOX - ADAPT TO INSTALL DRIPLINE TURING AS REQUIRED - INSTALL VAITS WHERE SHOWN LOCATED AT EVIDS OF DRIPLINE SYSTEMS - REFER TO DETAIL 6, SHEET L-282.					
\boxtimes	DOMESTIC WATER METER - SIZE AS RIOTED ON DRAWING - REFER TO POINT-OF-CONNECTION NOTE ON SNEET L201.					
	PRESSURE MAIN LINE PIPING - DOMESTIC WATER - USE CLASS 315 PIC PIPING FOR 2-WCH AND LARGES SIZES AND USE SCHEDULE 40 PIC FOR 1.5-HRH AND SMALLER PIPING - SZE PIPING (NOTED NI NCHES) AS SHOWN ON DRAWINGS - PROVIDE SCHEDULE SO FITTINGS FOR ALL PIPING SIZES - REFER TO DETAIL S, SHEET L251.					
	- NON-PRESSURE LATERAL LINE PIPING - WHITE COLOR CODED SCHEDLILE 40 PVC PIPING - SIZE PIPING (NOTED IN INCHES) AS SHOWN ON DRAWINGS - REFER TO DETAIL 4, SHEET L251					
	RAIN BIRD E	FS-06-12 (TUBING) ASYFIT (FITTINGS) DS-050 (STAKE)	DRPUNE (COPPER SHIELD SERIES) SYSTEM - PRESSURE COMPRISATING - U.R GPH @ 12-INCHES O.C. EMITTEX SPACING - 16-INCHESTUBING KOW SPACING - LIXIM REGIONN COLOR (0.53% * O.D. POLYEHYLER TUBING WITH COMPRESSION TYPE TITINGS FOR ELLS, TESS, COPPLERS & PWE ADMYTES - PROVIDE METAL TOLD DOWN STRUSS ELEGY IO * O.C NESTLUL DEDUNE TIMENS WITH JACKHES O SOLL COURS - PROVIDE COMPRESSION THINGS MODEL HOUSE - TESS MODELE - ELBOW, MIDGIFCOUP = COUPLER, MIDCIFTSMITE - 3/4" MAILETIREADED ADAPTER, MOCHCAP - END CAP - REFER TO DETALS 7 AND 9, SHEET L252.			

SCALE 1 = 10 -0

Zoning Administrator Resolution No. ZA2013-___ Page 5 of 7

EXHIBIT "A"

CONDITIONS OF APPROVAL

Planning Division Conditions

- 1. The development shall be in substantial conformance with the approved ground lease agreement and the submitted plans which include site plan, floor plans, and building elevations stamped and dated with the date of this approval. (Except as modified by applicable conditions of approval.)
- 2. Use Permit No. UP2013-010 shall expire unless exercised within 24 months from the date of approval as specified in Section 20.91.050-20.54.060 of the Newport Beach Municipal Code, unless an extension is otherwise granted. The Community Development Director shall consider any existing agreements between the applicant and the City, as well as any future agreements, in determining the exercise of Use Permit No. UP2013-010 and/or granting a time extension.
- 3. The project is subject to all applicable City ordinances, policies, and standards, unless specifically waived or modified by the conditions of approval.
- 4. The applicant shall comply with all federal, state, and local laws. Material violation of any of those laws in connection with the use may be cause for revocation of this Use Permit.
- 5. This minor use permit may be modified or revoked by the Zoning Administrator if determined at a public hearing that the proposed uses or conditions under which it is being operated or maintained is detrimental to the public health, welfare or materially injurious to property or improvements in the vicinity or if the property is operated or maintained so as to constitute a public nuisance.
- 6. The operation of the Girl Scouts facility shall be consistent with the terms and conditions stated herein and included in the ground lease agreement including but not limited to the use of the facility as identified in Exhibit H of the Ground Lease Agreement, and parking requirements as identified in the Exhibit G of the Ground Lease Agreement.
- 7. Any change in operational characteristics, expansion in the building area and/or lease area, or other modification to the approved plans, shall require subsequent review and may require an amendment to this use permit or the processing of a new use permit.
- 8. A copy of the Resolution, including conditions of approval Exhibit A shall be incorporated into the Building Division and field sets of plans prior to issuance of the building permits.
- 9. Signs shall be regulated by Chapter 20.42 (Signs) of the Newport Beach Municipal Code and shall be subject to the review and approval of the Public Works Department.
- 10. All trash shall be stored within the designated trash enclosure area (three walls and a self-latching gate), except when placed for pick-up by refuse collection agencies.